

4. Restrictions on Use of Solution, Updates, and Deliverables

4.1 Customer shall use the Software, the Updates, and the Deliverables in object code format only (or, if a portion of the Software, the Updates, and the Deliverables is not in a computer language that is typically compiled, then in the form such portion is delivered by Ramco). Customer shall not translate, modify, adapt, decompile, disassemble, or reverse engineer the Software, the Updates, or the Deliverables.

4.2 Customer shall not permit any persons or entities other than the Authorized Users to access, view, or use the Solution or the Updates or the Deliverables. Customer acknowledges and agrees that it shall have no right to use the Solution, the Updates, and the Deliverables in a manner inconsistent with the provisions of the Agreements. Use of the Solution, the Updates, and the Deliverables shall be limited to use for the internal business operations of Customer and shall not be used directly or indirectly on a time sharing, remote job entry, service bureau, or other basis for the benefit of any third party.

4.3 Except for a reasonable number of backup and archival copies as needed to use the Solution, the Updates, and the Deliverables as described in the Documentation or the applicable Specification, Customer shall have no right to copy the Solution, the Updates, and the Deliverables or any part thereof.

4.4 Customer shall reproduce all confidentiality and proprietary notices on all copies of the Solution, the Updates, and the Deliverables and shall keep all copies of the Solution, the Updates, and the Deliverables in a secure location.

4.5 Customer shall not distribute, encumber, assign, sell, sublicense, or otherwise transfer the Solution, the Updates, or the Deliverables.

4.6 Customer shall not use the Solution, the Updates, or the Deliverables in any nuclear, medical, or other inherently dangerous applications.

6. Proprietary Rights Except for the limited license rights granted by Ramco to Customer under or in the Software License Agreement, the Software Support Agreement, and the Professional Services Agreement, all rights, title, and interest in and to the Solution, the Updates, and the Deliverables and all trademarks, service marks, patents, copyrights, trade secrets, and other intellectual property and proprietary rights in and to the Solution, the Updates, and the Deliverables, are and shall remain the exclusive property of Ramco and its licensors. Customer shall not take any actions that jeopardize Ramco's or its licensors' proprietary rights.

9 Indemnification

9.1 By Ramco Subject to Section 9.4 below, Ramco shall defend Customer from and against any and all claims, demands, investigations or causes of actions by third parties (each, a "Claim") not affiliated with Customer to the extent such Claims are based on or arise from allegations that any of the Solution, the Updates, the Deliverables, or the Services infringes upon or misappropriates the valid U.S. patent, copyright, or trade secret rights of a third party, but excluding any such Claims that are (a) based on Specifications or directions provided by Customer or (b) attributable to Customer's or any Authorized Users' (i) use of the Solution, the Updates, the Deliverables, or the Services in a manner not specifically authorized under the Agreements, (ii) use of the Solution, the Updates, or the Deliverables in combination with any items with which it was not intended to interoperate, (iii) modification or alteration of the Solution, the Updates, or the Deliverables other than by or as specifically directed by Ramco, or (iv) use of an outdated or superseded version of the Solution or any Update or Deliverable where an updated or revised version of the Solution, Update, or Deliverable has been made available to Customer. In addition and subject to Section 10.2 below, Ramco shall indemnify and hold Customer harmless from and against any and all damages, fines, penalties, costs, and other amounts (including reasonable attorneys fees and expenses) finally awarded or agreed to in connection with the adjudication or settlement of any such Claims, and provided Customer has allowed Ramco to defend such Claim as set forth above and in Section 9.4 below.

9.2 Additional Remedy If Customer is enjoined or otherwise similarly legally prohibited, or is reasonably likely in Ramco's opinion to be enjoined or otherwise similarly legally shall refund to Customer (i) with respect to the Solution, the unamortized portion of the License Fees attributable to such portion, as amortized over a three year period commencing on the Effective Date, (ii) with respect to an Update, the unamortized portion of the Support Services Fees attributable to such Update, as amortized over a three year period commencing on the date that such Update was delivered by Ramco to Customer, or (iii) with respect to a Deliverable, the unamortized portion of the Professional Services Fees attributable to such Deliverable, as amortized over a three year period commencing on the date that such Deliverable was accepted or deemed accepted by Customer in accordance with the provisions of the Professional Services Agreement. Section 9.1 and this Section 9.2 state the entire obligation of Ramco, and the exclusive remedy of Customer, with respect to any actual or

threatened claim that the Solution, or any portion thereof, infringes upon or misappropriates the patent, copyright, trademark or trade secret rights of a third party.

9.3.1 By Customer Subject to Section 9.4 below, Customer shall defend Ramco from and against any and all Claims by third parties not affiliated with Ramco to the extent such Claims are attributable to Customer's or any Authorized User's use of the Solution, the Updates, or the Deliverables (including, without limitation, Customer's reliance on the accuracy or fitness of results obtained by using the Solution, the Updates, or the Deliverables) or any Services provided to Customer in connection with the Agreements, but excluding any such Claims that are covered by Ramco's indemnification obligations under Section 9.1 above. In addition and subject to Section 10.2, Customer shall indemnify and hold harmless and defend Ramco from and against any and all damages, fines, penalties, costs, and other amounts (including reasonable attorney's fees and expenses) finally awarded or agreed to in connection with the adjudication or settlement of any such Claims, provided Ramco has allowed Customer to defend such Claim as set forth above and in Section 9.4 below. Customer also shall indemnify and hold harmless Ramco and its directors, officers, employees, agents and contractors from and against any and all damages, fines, penalties, costs, and other amounts (including reasonable attorney's fees and expenses) finally awarded or agreed to in connection with the adjudication or settlement of any claim, cause of action or suit against Ramco or any of its directors, officers, employees, agents or contractors arising from any death of or injury to persons or any damage to tangible property arising from the performance by Ramco of Professional Services or Support Services under the Agreements on Customer's premises or another location other than Ramco's premises.

9.3.2 Aviation-Related Liabilities Customer also shall indemnify, hold harmless, and defend Ramco and its directors, affiliates, officers, employees, agents and contractors from and against any and all damages, fines, penalties, governmental regulatory enforcement actions, costs, and other amounts (including reasonable attorney's fees and expenses) finally awarded or agreed to in connection with the adjudication or settlement of any claim, administrative proceeding, cause of action or lawsuit in which Ramco or any of its directors, affiliates, officers, employees, agents or contractors is a party, arising from any regulatory violation, death of or injury to persons or any damage to tangible property arising from the use of the Solution, performance by Ramco of Professional Services or Support Services under the Agreements on Customer's premises or another location, or that is requested or designated by Customer, and/or that arise out of an aircraft accident, incident, or mishap occurring anywhere for whatever cause or reason.

9.3.3 Insurance At all times during the term of the Agreements, Customer shall procure and maintain such aircraft liability, aircraft hull, and comprehensive general liability insurance policies that Customer may carry on its own business, and/or any aircraft owned, leased, chartered, maintained or managed by Customer, which insurances shall include an endorsement naming Ramco as an additional insured under the policies. Customer shall send to Ramco promptly all certificates of insurances and declaration pages evidencing the existence of such insurances and endorsement(s). The failure or refusal of Customer to adhere to the terms and conditions of this subsection 9.3.3 in no way relieves the Customer from its duties under this Agreement and/or at law to hold harmless, indemnify, and defend Ramco from all alleged liabilities arising out of an aircraft accident, incident or mishap as described elsewhere in this Agreement.

9.4 Indemnification Procedures Each party entitled to defense or indemnification of a Claim hereunder, as a condition of receiving such defense or indemnification shall (a) provide the other party with prompt written notice of any Claims for which such party is seeking or may seek indemnification hereunder, and (b) cooperate in the defense of such claim by the other party. Each party providing a defense hereunder shall (a) keep the other party fully informed concerning the status of any litigation, negotiations, or settlements of any such Claim, and (b) allow the other party, at its own expense, to participate in such litigation, negotiations, and settlements with counsel of its own choosing. Any settlement of a Claim shall be subject to the prior written approval of the other party, such approval not to be unreasonably withheld, delayed or conditioned.

10. Limitations of Liability

10.1 Damages NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ATTRIBUTABLE TO A BREACH OR ALLEGED BREACH OF ANY OF THE AGREEMENTS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM USE OF THE SOFTWARE, WORK STOPPAGE, BUSINESS PROFITS, GOODWILL, COMPUTER FAILURE OR MALFUNCTION. THE FOREGOING LIMITATION SHALL BE APPLICABLE EVEN IN THE EVENT OF A FAILURE OF AN EXCLUSIVE REMEDY AVAILABLE TO A PARTY UNDER ANY OF THE AGREEMENTS TO ACHIEVE ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL RAMCO BE RESPONSIBLE OR LIABLE FOR (A) ANY CORRUPTION, DAMAGE, LOSS, OR MISTRANSMISSION OF DATA, (B) CUSTOMER'S RELIANCE ON THE ACCURACY OR FITNESS OF RESULTS OBTAINED BY USING THE SOLUTION, THE UPDATES, THE DELIVERABLES, OR THE SERVICES, (C) THE SECURITY OF DATA DURING TRANSMISSION VIA CUSTOMER'S INTERNAL NETWORKS OR VIA PUBLIC TELECOMMUNICATIONS FACILITIES, OR (D) HARDWARE, SOFTWARE, OR OTHER ITEMS OWNED BY CUSTOMER OR THAT ARE THE PROPERTY OF A THIRD PARTY (INCLUDING, WITHOUT LIMITATION, COMPONENTS OF THE DESIGNATED OPERATING ENVIRONMENT).

10.2 Maximum Aggregate Liability IN NO EVENT SHALL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY WITH RESPECT TO ANY AND ALL CLAIMS CONCERNING THE SOLUTION, THE UPDATES, THE DELIVERABLES, THE SERVICES, OR ANY OTHER MATTER COVERED BY THE AGREEMENTS, REGARDLESS OF THE FORM OF ACTION, INCLUDING AN ACTION OR CLAIM FOR INDEMNITY, EXCEED THE AMOUNTS PAID BY CUSTOMER TO RAMCO IN THE 6 MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH LIABILITY PAID UNDER THAT SPECIFIC AGREEMENT UPON WHICH THE CLAIM IS BASED.

10.3 Exceptions The limitations of liability under this [Section 10](#) shall not apply with respect to a breach by Customer of [Section 3](#) of the Software License Agreement, [Section 7](#) of the Support Services Agreement, [Section 6](#) of the Professional Services Agreement, or [Section 4](#) of these General Terms and Conditions.

10.4 Data Loss CUSTOMER ACKNOWLEDGES AND AGREES THAT THE USE OF COMPUTER PRODUCTS AND SERVICES (INCLUDING, WITHOUT LIMITATION, THE SOLUTION, THE UPDATES, THE DELIVERABLES, AND THE SERVICES) ENTAILS A SUBSTANTIAL RISK OF LOSS, DAMAGE, CORRUPTION, OR MISTRANSMISSION OF STORED DATA AND OF SOFTWARE ("[LOSS OF DATA](#)"). CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT INDUSTRY STANDARDS DICTATE CUSTOMER'S SYSTEMATIC USE OF PRODUCTS THAT PROVIDE COMPREHENSIVE BACK-UP OF DATA AND SOFTWARE SO AS TO PREVENT SUCH LOSS. CUSTOMER ASSUMES ALL RISK OF LOSS OF DATA IN ANY WAY RELATED TO OR RESULTING FROM CUSTOMER'S USE OF THE SOLUTION, THE UPDATES, OR THE DELIVERABLES, OR FROM CUSTOMER'S RECEIPT OF THE SERVICES.

24. Savings Clause Ramco's failure to perform its responsibilities under any of the Agreements shall be excused if and to the extent (a) Ramco's non-performance results from Customer's actions or failure to perform its responsibilities (including, without limitation, failure of Customer to provide Ramco with access to Customer personnel, facilities, or information), (b) Ramco provides Customer with responsible notice of non-performance, and (c) Ramco uses commercially reasonable efforts to perform notwithstanding Customer's actions or failure to perform.

.27. Late Payments Ramco shall charge interest on amounts not paid when due under any of the Agreements at a rate of 1.5% per month, or the maximum rate permitted by law, whichever is lower. All such amounts past due from Customer to Ramco shall continue to accrue interest and compound upon outstanding amounts until paid in full. In the event of litigation or collection activity arising out of Customer's non-payment, Ramco shall be entitled to reasonable costs and expenses incurred, including attorneys' fees.

28. Taxes The fees payable under the Agreements do not include local, state, or federal sales, use, value-added, excise or personal property or other similar taxes or duties and any such taxes shall be assumed and paid by the Customer. Customer shall be responsible for payment of all taxes due at any point in time as a result of the transactions envisioned by the Agreements, whether or not originally invoiced by Ramco, except those taxes based on the net income of Ramco.

5. Warranty

5.1 **Media** To the extent the Solution is furnished hereunder on magnetic, optical, or other storage media, Ramco warrants that the original media on which Software is furnished, shall be free from defects in material and workmanship under normal use for a period of 30 days after the Delivery Date (the "[Media Warranty Period](#)"). If Customer, during the Media Warranty Period, notifies Ramco of any breach of the foregoing warranty, Ramco shall use its commercially reasonable efforts to replace, at Ramco's expense, the defective media. If Ramco is unable to replace the defective media within a reasonable period of time, Ramco may elect to deliver the Solution electronically over the Internet or via remote telecommunications, if such delivery is feasible.

5.2 **Software** Ramco warrants to Customer that the Software specified in [SLA Exhibit A](#) will operate substantially as described in the Documentation for the 90 day period immediately following the Delivery Date (the "[Software Warranty Period](#)"). If Customer, during the Software Warranty Period, notifies Ramco in writing of any breach of the foregoing warranty, Ramco shall use commercially reasonable efforts to modify the Software or provide a workaround in order to correct the problem. Notwithstanding any other provisions of this Software License Agreement, the foregoing warranty shall not apply if Customer has modified the Software specified in [SLA Exhibit A](#) in any way (other than as contemplated in the Documentation or as otherwise permitted by Ramco in writing). The foregoing warranty shall only apply to the Software specified in [SLA Exhibit A](#) and not to any modifications of, or additions or changes to such Software prepared by Ramco or otherwise pursuant to a Professional Services Agreement. The Professional Services Agreement shall control any warranty and remedy for breach of such warranty applicable to any such modification, addition or change

4 Certain Obligations of Customer

4.1 As applicable, Customer shall provide information concerning the Customer's operations, answer questions, make decisions, and give approvals, as may be required by Ramco in order to perform the Professional Services. Customer will

be responsible for, and assumes the risk of, any problems, delays or extra costs arising out of the content, accuracy, completeness, and/or inconsistency of information supplied by Customer.

4.2 Customer shall require appropriate Customer personnel to work with Ramco's personnel in connection with the Professional Services. Customer's failure to assign Customer personnel having skills commensurate with their role with respect to such engagement could adversely affect Ramco's ability to provide the Professional Services or provide them efficiently or in a timely manner. If Ramco becomes dissatisfied with any of Customer's personnel providing the Professional Services, Ramco may notify Customer of the details of its dissatisfaction, and the parties shall cooperate to remedy the problem as soon as reasonably possible.

4.3 Customer shall have the sole responsibility for providing and maintaining at its cost, the hardware on which software Deliverables are installed and the media on which it is stored, and for ensuring proper operating methods and environment, as well as providing personnel with the skill and knowledge to operate and maintain such resources, equipment, media, and environment. Customer shall have the sole responsibility, at its cost, for establishing and maintaining adequate back-up and disaster recovery procedures for its hardware, software, data, and other information and items.

4.4 Customer shall co-operate with Ramco to the maximum extent possible to facilitate timely completion of the Professional Services under each Statement of Work.

4.5 If, at any time, Customer is not adequately prepared to comply with any of its responsibilities under this Professional Services Agreement or any Statement of Work or is responsible for any delay that results in Ramco being unable to commence or to perform the Professional Services, Customer shall pay Ramco's charges for keeping Ramco's resources idle at Ramco's then-current time and materials rates for such idle resources, and Ramco shall not be responsible for the consequences to Customer or any other person of any such delay

4.6 Certain additional obligations of Customer in connection with the Professional Services may be set forth in the applicable Statement of Work. Customer agrees to perform all such obligations as set forth in the applicable Statement of Work.

4.7 Customer Materials Customer acknowledges and agrees that Ramco, in performing its obligations pursuant to this Professional Services Agreement, may be using data, material, and other information furnished by Customer. Ramco shall be entitled to rely upon the accuracy and completeness of such information in performing the Professional Services without any independent investigation or verification thereof.

4.8 Changes in Ramco Personnel Requested by Customer If Customer becomes dissatisfied with any of Ramco's personnel providing the Professional Services, Customer may notify Ramco of the details of its dissatisfaction, and the parties shall cooperate to remedy the problem as soon as reasonably possible.

5 Acceptance Testing

5.1 Delivery of Deliverables When Ramco has completed a Deliverable under a Statement of Work, Ramco shall deliver such Deliverable to Customer so that Customer may perform acceptance tests to verify that the Deliverable conforms substantially to the applicable Specifications. Acceptance tests only apply to Deliverables specifically mentioned in a Statement of Work. Customer's approval of Ramco's work and any Deliverable shall not affect the parties' rights and duties unless and until the testing procedure in Section 5.2 below has been completed.

5.2 Acceptance Testing Customer shall have ten business days after receipt of each Deliverable, and again upon the Delivery of the final Deliverable (or certification by Ramco that it has met the final milestone under the applicable Statement of Work, if any) to test the Deliverable (the "Acceptance Testing Period") to determine whether it substantially conforms with the applicable Specifications, and with respect to the final Deliverable, to also determine whether the Deliverables as a whole substantially conforms to the applicable Specifications as a whole (but not to test the specific functionality of any previously tested and accepted Deliverable). If Customer notifies Ramco in writing of any substantial non-conformity in any Deliverable as evaluated against the applicable Specifications within the applicable Acceptance Testing Period, Ramco shall use commercially reasonable efforts to correct any such Non-conformity promptly at its own expense and shall notify Customer when the corrections are complete. Customer then shall have the right to re-test the corrected Deliverable for ten business days (the "Acceptance Testing Period") to determine whether it substantially conforms with the applicable Specifications, and with respect to the final Deliverable, to determine whether the Deliverables as a whole conforms substantially to the applicable Specifications as a whole (but not to test the specific functionality of any previously tested and accepted Deliverable), as upon the initial receipt of such Deliverable.

5.3 Acceptance If Customer does not notify Ramco of any Non-conformity within the applicable Acceptance Testing Period, Customer shall be deemed to have accepted the Deliverable. Should Ramco fail to reasonably correct Non-conformity within 60 days of receiving written notice of such Non-conformity, Customer may terminate the applicable Statement of Work and Ramco's sole liability to Customer shall be to refund the amount paid by Customer to Ramco for the non-conforming Deliverable. Customer acknowledges and agrees that the Parties ability to perform the Acceptance Testing in accordance to the above provisions is contingent upon Customer's timely performance of its obligations for the Acceptance testing, as described in this Agreement or under the applicable Statement of Work.

9 Warranty

9.1 Professional Services Ramco warrants to Customer that the Professional Services will be performed in a professional and workmanlike manner, consistent with generally-accepted industry standards for the performance of services of a similar nature. If Customer, within the 30 days immediately following Ramco's performance of any portion of the Professional Services, notifies Ramco of any breach of the foregoing warranty, Ramco shall use commercially reasonable efforts to re-perform such Professional Services such that they conform with the foregoing warranty. The limited remedy set forth in this Section 9.1 shall be Customer's sole and exclusive remedy for any breach of the foregoing warranty or for any failure by Ramco to perform the Professional Services to Customer's satisfaction.

9.2 Disclaimer of Additional Warranties Without limiting the generality of the [Section 2 of the Professional Services Agreement](#), Customer acknowledges and agrees that [Section 10](#) and [Section 12](#) of the General Terms and Conditions includes important provisions relating to the disclaimer of additional warranties and certain remedies, and limitations of liability.

SSA

1. **Definitions** All capitalized terms that are used but not defined in this Software Support Agreement shall have the respective meanings given to them in the General Terms and Conditions entered into by and between Ramco and Customer contemporaneously herewith (the "[General Terms and Conditions](#)").

2. **Incorporation of General Terms and Conditions** The General Terms and Conditions are incorporated herein by reference. In the event of an inconsistency between the provisions of this Software Support Agreement and the provisions of the General Terms and Conditions, the provisions of this Software Support Agreement shall prevail over the inconsistent provision of the General Terms and Conditions, but only to the extent of such inconsistency.

3. **Support Services** Subject to the terms and conditions of this Software Support Agreement and of the General Terms and Conditions (as they apply to the Support Services) and the payment of the applicable Support Services fees, Ramco shall provide Customer with the Support Services described, and subject to the terms and conditions contained, in [SSA Exhibit A](#).

4. Acceptance Testing

4.1 **Updates and Recompilations** As further described in [SSA Exhibit A](#), Ramco from time to time may develop Updates (or elect to use a Recompilation of the Covered Software) and, at Customer's request, provide such Updates or Recompilations to Customer. The acceptance testing procedures set forth in this [Section 4](#) shall apply to the delivery and acceptance of all Updates and Recompilations (other than a "Z" change as described in [Section 7.2](#) of [SSA Exhibit A](#)).

4.2 **Delivery of Updates** When Ramco has completed an Update, Ramco shall deliver the Update or a Recompilation containing the Update to Customer so that Customer may perform acceptance tests to verify that (a) in the case of an Update, the Update substantially conforms to the applicable Specifications or (b) in the case of a Recompilation, the Recompilation conforms to its Documentation.

4.3 Acceptance Testing Period Customer shall have ten (10) business days after receipt of each Update or Recompilation to test such Update or Recompilation (the "Acceptance Testing Period") to determine (a) in the case of an Update, whether the Update substantially conforms to the applicable Specifications or (b) in the case of a Recompilation, whether the Recompilation conforms with its Documentation. If Customer notifies Ramco in writing of any non-conformities in any Update or Recompilation it deems to be substantial, as evaluated against the applicable Specifications or Documentation, (each, a "Non-conformity") within the applicable Acceptance Testing Period, Ramco shall use commercially reasonable efforts to correct promptly at its own expense any such Non-conformity and shall notify Customer when the corrections are complete. Customer then shall have the right to re-test the corrected Update or Recompilation within ten business days after receipt of same (the "Acceptance Testing Period").

4.4 Acceptance If Customer does not notify Ramco of any Non-conformity within the applicable Acceptance Testing Period, Customer shall be deemed to have accepted the Update or Recompilation. Should Ramco fail to correct Non-conformity deemed to be substantial, within 60 days of receiving written notice of such Non-conformity, for reasons solely attributable to Ramco, Customer may cancel the Update or Recompilation and Ramco's sole liability to Customer shall be to re-perform the service and provide the fix. Customer acknowledges and agrees that the Parties ability to perform the Acceptance Testing in accordance to the above provisions is contingent upon Customer's timely performance of its obligations for the Acceptance Testing, as described in this Agreement.

5. **Economic Terms**

5.1 **Support Services Fees**

5.1.1 **During Initial Term** In consideration of the Support Services to be furnished by Ramco, during the first twelve (12) months following the Effective Date of this Agreement, Customer shall pay to Ramco on the Effective Date the Support Services Fees set forth in _____. Ramco shall invoice Customer on a yearly basis for, and Customer shall pay to Ramco, the Support Services Fees set forth in _____ (for Support Services to be furnished during each subsequent 12 month period during the Initial Term).

5.1.2 **During Renewal Terms** Ramco shall invoice Customer for, and Customer shall pay to Ramco if Customer wishes to continue to receive Support Services, the Support Services Fees set forth in _____ for Support Services to be furnished during the applicable Renewal Term. If Customer elects not to pay by its due date any such invoice, Customer shall be deemed to have declined to continue to receive Support Services and this Agreement shall be deemed terminated immediately. If Customer stops purchasing Support Services, Customer may reactivate the Support Services only upon payment of the then-current fees for Support Services plus the Support Services Fees for any periods after the date on which Customer stopped purchasing Support Services.

5.2 **Increases in Support Services Fees**

5.2.1 **Year-to-Year Increases** Ramco may increase the Support Services fees on an annual basis; provided that each annual increase shall be limited to the greater of (a) 5% of the then-current Support Services Fees or (b) % of the then-current Support Services Fees plus the percentage increase in the CPI as of the date of the increase from the CPI as of the immediately preceding year.

5.2.2 **Increases Based on Increased Functionality** In addition to any increases in the Support Services Fees under Section 8.2.1, Ramco, from time to time, also may increase the Support Services Fees based on the addition of software components to the Covered Solution resulting from (a) any Deliverables provided by Ramco to Customer at Customers request under the Professional Services Agreement or (b) any Additional or new Software Components or Changes on Demand requested by Customer. Such increases shall be proportional to the increase in functionality in the Covered Solution afforded by the applicable Deliverable or Additional Component or change on Demand, in each case either (i) as measured by the time, materials and difficulty required by Ramco to develop such Deliverable or Additional Component or Change on Demand so as to amortize the value of such time and material over five years or (ii) as such increase determined by Ramco in its discretion and shall apply only at the time the Additional Component has been accepted pursuant to Section 4 herein (or, in the case of a Deliverable, once such Deliverable has been accepted pursuant to Section 4 of the Professional Services Agreement).

5.3 **Expenses** Customer shall reimburse Ramco its actual out-of-pocket expenses (including, without limitation, travel and living expenses) as incurred by Ramco in connection with its performance of Support Services.

5.4 **Pricing Assumptions** The development of each Update is based upon certain assumptions concerning the time and difficulty required to develop such Update upon which Ramco also has based its pricing. To the extent any such assumptions prove to be incorrect, Ramco shall designate revised pricing required to complete the applicable Update, based upon the revised assumptions concerning the additional time and difficulty required to develop such Update.

6. **Term & Termination**

6.1 **Term** The term of this Software Support Agreement shall commence on the Effective Date and continue for a period of five years (the "Initial Term"). Thereafter, subject to the payment by Customer of the applicable Support Services fees, this Software Support Agreement shall renew automatically for additional periods of one year each (each, a "Renewal Term").

6.2 **Termination**

6.2.1 **Termination for Breach** Either party may terminate this Support Services Agreement at any time upon a written notice to the other party if the other party breaches any material term or condition of either this Support Services Agreement or the General Terms and Conditions (as they relate to the Support Services and the Updates), and does not cure such breach within 30 days following its receipt of written notice thereof from the terminating party.

6.2.2 **Additional Termination Rights of Ramco** Ramco shall have the right to terminate this Support Services Agreement (in whole or in part) immediately, upon written notice if Customer (a) fails to pay any amounts due and owing under this Support Services Agreement when due, or (b) becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding in bankruptcy or insolvency whether domestic, foreign, or has been liquidated voluntarily or otherwise. In addition, Ramco shall have the right to terminate this Support Services Agreement (in whole or in part) immediately, upon written notice if (i) the Covered Solution includes any Solution that is licensed by Ramco to Customer under the Software License Agreement, and (ii) the Software License Agreement is for any reason terminated.

6.2.3 **Termination Rights** Customer shall have the right to terminate this Software Support Agreement on ninety (90) days' prior written notice to Ramco.

6.3 **Upon Termination**

6.3.1 In the event of a termination by Ramco under Section 6.2.1 or Section 6.2.2, Customer (a) shall cease all use of the Updates, deliver the Updates to Ramco (together with all copies thereof) promptly, and provide to Ramco written certification of Customer's compliance with the foregoing and (b) shall not be entitled to any refund of any pre-paid Support Services Fees.

6.3.2 In the event of a termination by Customer under Section 6.2.1, or a termination by Ramco under Section 7.5 of Exhibit A, Ramco shall refund to Customer a prorated portion of any pre-paid Support Services Fees used by Customer during the applicable contract year.

6.3.3 In the event of a termination by Customer under Section 6.2.3, (a) Customer shall cease all use of the Updates as of the end of the current Renewal Term and (b) Customer shall deliver the Updates to Ramco (together with all copies thereof) promptly, and provide to Ramco written certification of Customer's compliance with the foregoing and (b) shall not be entitled to any refund of any pre-paid Support Services Fees.

6.3.4 Upon any termination or expiration of this Support Services Agreement, Customer shall pay Ramco for all Support Services furnished prior to the effective date of the termination. In addition, Customer shall reimburse Ramco for all expenses for which Customer is responsible under this Agreement (including, without limitation, those covered by Section 9.2 of Exhibit A).

6.3.5 The provisions of Sections 1, 2, 6.3 and 6.3.3 of this Support Service Agreement, Sections 8 and 9 of Exhibit A to this Support Services Agreement and the provisions of the General Terms and Conditions that survive termination of the General Terms and Condition shall survive the expiration or termination of this Support Services Agreement.

7. **Proprietary Rights**

7.1 **Updates and Additional Components Related to the “Solution” under the Software License Agreement** If the parties have entered into a Software License Agreement, any Updates or any Recompilation designed to replace, in whole or in part, the Software included in the Solution, or Additional Components designed to be incorporated into or interoperate with the Software licensed to Customer under the Software License Agreement shall be deemed a part of the Solution for the purposes of the licenses granted by Ramco to Customer in Section 3.1 of the Software License Agreement.

7.2 **Other Updates and Additional Components** With respect to any Update or Additional Component not covered by Section 4, Ramco hereby grants to Customer a perpetual, non-exclusive, non-transferable, perpetual license to use such Update, Recompilation or Additional Component solely for Customer’s internal business purposes and in all circumstances subject to any limitations set forth in this Support Services Agreement and the General Terms and Conditions.

7.3 **Restrictions** Without limiting the generality of Section 2, Customer acknowledges and agrees that Section 4 of the General Terms and Conditions include important restrictions on Customer’s use of the Updates, the Recompilations and the Additional Components.

8. **Warranty**

8.1 **Support Services** Ramco warrants to Customer that the Support Services will be performed in a professional and workmanlike manner, consistent with generally-accepted standards for the performance of services of a similar nature. If Customer, within the 30 days immediately following Ramco’s performance of any portion of the Support Services, notifies Ramco of any breach of the foregoing warranty, Ramco shall use commercially-reasonable efforts to re-perform such Support Services so that they conform to the foregoing warranty. The limited remedy set forth in this Section 11.1 shall be Customer’s sole and exclusive remedy for any breach of the foregoing warranty or for any failure by Ramco to support or maintain the Covered Solution.

8.2 **Disclaimer of Additional Warranties** Without limiting the generality of Section 2, Customer acknowledges and agrees that Section 10 and Section 12 of the General Terms and Conditions includes important provisions relating to the disclaimer of additional warranties and certain remedies, and limitations of liability.

[SSA- EXHIBIT A IMMEDIATELY FOLLOWS]

SSA – EXHIBIT A

1. **Definition of Defect** “Defect” shall mean a failure of the Covered Solution, standing alone, to operate in substantial conformance to its documentation (and if the Covered Solution includes the Software licensed by Ramco to Customer under the Software License Agreement, then with respect to such Software, in substantial conformation to the Documentation). The term “Defect” does not include, without limitation, problems arising from Customer’s work-flow set-ups or Customer’s use of the Covered Solution in a manner inconsistent with applicable documentation.

2. **Support** Customer shall report any Defects to Ramco via the Ramco Online Defect Reporting System as Ramco may reasonably establish and modify such System from time to time. Customer may also report Defects to Ramco by telephone as described in this paragraph. Ramco shall provide online or telephone assistance to Customer with respect to the identification and resolution of Defects at electronic addresses and telephone numbers designated by Ramco from time to time. Telephone support will be available from 9 a.m. to 8 p.m. Eastern Time, Monday through Friday, excluding holidays observed Ramco.

3. **Defect Fixes**

3.1 Based on communications between Ramco and Customer under Section 2 of this Exhibit A, Ramco shall determine, in accordance with the following table, the “severity” of the Defect.

Severity Level	Definition
1	A Defect that causes the Covered Solution to crash or be unavailable for use by Customer and the Authorized Users and which has no acceptable work-around.
2	A Defect that affects multiple users of the Covered Solution and prevents effective use of a feature or features of the Covered Solution by Customer and the Authorized Users, but which does not cause the Covered Solution to be unavailable for use in whole.
3	A Defect that affects productivity or ease of use of the Covered Solution and for which there is typically a

	work-around.
4	A Defect that does not materially affect Customer's or any Authorized User's ability to use the Covered Solution (e.g., user interface inconveniences).

3.2 Based on the "Severity Level" of the Defect, Ramco shall use commercially reasonable efforts to remedy the Defect in accordance with the following table:

Severity Level	Response Time for Ramco Correction Efforts
1	Ramco will respond and commence correction efforts within 2 business hours from determination that the Defect is a "Severity 1" Defect.
2	Ramco will respond and commence correction efforts within 1 business days from determination that the Defect is a "Severity 2" Defect.
3	Ramco will respond and commence correction efforts within 2 business days from determination that the Defect is a "Severity 3" Defect.
4	Ramco will respond to the Defect within a reasonable period of time.

3.3 If Customer reports a Defect and requests Support Services to correct such Defect, and Ramco determines that the problem thought to be the result of a Defect, in fact, was not due to a Defect, but instead was the result of an inappropriate operating system or hardware/software environment, improper method of operation, incompatible business practice, or similar cause, then Customer shall pay to Ramco for all work performed at Ramco's then-current time and materials rates.

4. Optional Services

4.1 Customer shall have the option to acquire from Ramco (a) Professional Services in connection with modifications of the Software to customize it for Customer's business pursuant to a Professional Services Agreement between Ramco and Customer t, (b) recompilations of the Covered Solution under [Section 7](#) of this [Exhibit A](#), (c) services that are ancillary to either of the foregoing, and (d) the license of Additional Components.

4.2 The cost of fulfilling any request made by Customer for the Support Services specified in [Section 4.1](#) of this [SSA Exhibit A](#) shall be as specified by Ramco. Ramco in determining any such number, shall, adhere, insofar as they are applicable and relevant, to the time and materials Ramco requires to fulfill any such request. Customer shall pay the cost of any such Support Services to Ramco in cash prior to Ramco's commencement of any such task.

5. Changes to Covered Solution Ramco will use reasonable efforts to improve, change, or augment the Covered Solution as reasonably requested by Customer; pursuant to a Professional Services Agreement between Ramco and Customer. Requests shall be provided to Ramco in the form, contain the substantive information and use the nomenclature specified in the then-current version of Ramco's guidelines for such requests. These guidelines will be made available to Customer upon request. Ramco's guidelines may require Customer to define the scope and requirements related to these requests, using tools identified and made available by Ramco. If any such request does not conform to such guidelines, Ramco either may decline Customer's request or charge Customer in accordance with Ramco's then-current rate for software consulting services, for the time required by Ramco to conform such request to the guidelines and/or to assist Customer in so conforming Customer's request. All Change on Demand is subject to the Terms and

6. Generally Available Patches As part of the Support Services, Ramco, from time to time, may make available to Customer certain additional patches, updates, fixes, or other revisions for the Covered Solution.

7. Recompilations

7.1 "X.Y.Z" Changes If the Covered Solution is the Solution licensed to Customer by Ramco under the Software License Agreement, Ramco may from time to time offer Customer re-compiled versions of the Solution (each, a "Recompilation") to take advantage of, for example, improvements in the tools Ramco uses to produce the Solution. Recompilations may take one of three forms: (a) changes in the "Z" of the applicable "X.Y.Z" version number for the Solution, (b) changes in the "Y" of the applicable "X.Y.Z" version number for the Solution, or (c) changes in the "X" of the applicable "X.Y.Z" version number for the Solution. Ramco shall notify Customer from time to time when an "X," "Y," or

"Z" change becomes available. Customer shall have 30 days from the date of such notice to request that Ramco provide Customer with the applicable "Z" change.

7.2 **"Z" Changes** If Customer requests that Ramco provide a "Z" change pursuant to [Section 7.1](#) of this [SSA Exhibit A](#), Ramco, within a reasonable period of time after Ramco's receipt of Customer's request, shall provide the applicable "Z" change to Customer at no cost to Customer.

7.3 **"Y" Changes** If Customer requests that Ramco provide a "Y" change pursuant to [Section 7.1](#) of this [SSA Exhibit A](#), Ramco, within a reasonable period of time after Ramco's receipt of Customer's request, shall provide the applicable "Y" change to Customer at no cost to Customer for the "Y" change but subject to any required modifications, reinstallation, testing, or other services, which shall be provided by Ramco on a time and materials basis at its then-current rates. Customer acknowledges and agrees that Customer may be required to pay to Ramco additional fees (on a time and materials basis at Ramco's then-current rates) for adaptations of the Solution licensed to Customer under the Software License Agreement to accommodate new or improved features or functionality made possible by the "Y" change, and to have such recompilation installed.

7.4 **"X" Changes** If Customer requests that Ramco provide an "X" change pursuant to [Section 7.1](#) of this [SSA Exhibit A](#), Ramco within a reasonable period of time after Ramco's receipt of Customer's request, shall provide the applicable "X" change to Customer subject to (a) any set fee designated by Ramco for such "X" change, and (b) any required modifications, reinstallation, testing, or other services, which shall be provided by Ramco on a time and materials basis at its then-current rates. Customer acknowledges and agrees that Customer may be required to pay to Ramco additional fees (on a time and materials basis at Ramco's then-current rates) for adaptations of the Solution licensed to Customer under the Software License Agreement to accommodate new or improved features or functionality made possible by the "X" change and to have such recompilation installed.

7.5 **Recompilations at Ramco's Cost** If Customer does not request an available Recompilation under [Section 7.1](#) of this [SSA Exhibit A](#), Ramco may offer Customer, by written notice to Customer, the right to acquire such Recompilation and adaptations of Customer's Covered Solution at Ramco's cost. If Customer does not notify Ramco that Customer accepts such offer within 30 days after the date of such offer, Ramco may terminate this Support Services Agreement upon notice to Customer, such termination to be effective 30 days after Ramco sends such notice.

8. **Exclusions from Support Services**

8.1 **Problems Caused by Customer** Without limiting the generality of Section 8.1 below, if Customer notifies Ramco of a problem and Ramco determines that the problem is due to Customer's incorrect or improper use, or an unauthorized modification, of the Covered Solution or a failure of Customer to comply with the terms or conditions of this Support Services Agreement or the Software License Agreement or other applicable license agreement, Ramco shall have no obligation to take any action to correct the problem. Upon request by Customer, Ramco may agree to attempt to correct the problem, in which case Customer shall pay Ramco for its services on a time and materials basis at Ramco's then-current rates (regardless of whether Ramco is able to correct the problem).

8.2 **Third Party Products** The Support Services do not cover products (third party or otherwise) other than those specifically listed on the first page of this Support Services Agreement.

8.3 **On-Site Services** The Support Services do not include any installation, consulting, or other on-site services.

8.4 **Data** Ramco shall have no responsibility for loss of or damage to Customer's data. Customer shall take all necessary steps to backup its data.

8.5 **Disclaimer** Without limiting the generality of Section 8.1 above, Ramco shall not be responsible under this Support Services Agreement to provide Support Services, Updates, Recompilations or any other maintenance and support for the Covered Solution if Customer (a) misuses, alters, or damages the Covered Solution, (b) uses with any hardware or software not supplied or approved by Ramco, (c) uses the Covered Solution in an operating environment other than the Designated Operating Environment, if any, or (d) otherwise uses the Covered Solution in a manner inconsistent with the terms and conditions of this Support Services Agreement, the Software License Agreement or other applicable license agreement or (e) requires or requests the same as a result of any casualty, Acts of God, riot, war or the unauthorized acts of third parties, failure or interruption or improper functioning of any electrical power, air conditioning, humidity control, computer hardware, third party software or telephone or communication line or any other like cause.

8.6 **Language** Ramco shall have no obligation under this Services Agreement to provide Support Services, Updates, Recompilations or any other maintenance and support for the Covered Solution in any language other than

English unless Ramco otherwise has agreed specifically in writing with Customer to do so or has announced publicly that it will do so, and then solely to the extent of such agreement or announcement.

9. **Obligations of Customer**

9.1 **First Level Support/Single Point of Contact** All communications relating to the Support Services shall be supervised, coordinated, and undertaken by no more than three designated contact persons who shall act as a single point of contact between Customer and Ramco. All problems must be researched by said contact person before contacting Ramco. Each such designated contact period shall have sufficient expertise and knowledge of the Covered Solution to assist Ramco in its provision of the Support Services and in identifying and resolving Defects.

9.2 **Network Access**

9.2.1 Customer acknowledges and agrees that the Support Services will not be performed "on-site" at Customer's facilities. Customer shall allow and enable Ramco to perform the Support Services via modem, over the internet, or such other means as reasonably specified by Ramco. Customer agrees to provide (at its expense): (a) a copy of software specified by Ramco that permits remote access and control of applicable hardware or software, if any, (b) an operational telephone line or network connection, and (c) such assistance as reasonably requested by Ramco to facilitate the rendering of the Support Services. Customer shall be solely responsible for implementing and maintaining security safeguards to protect Customer's systems and data.

9.2.2 If Customer is unwilling or unable to comply with the provisions of the foregoing subsection, Customer shall so notify Ramco. In such case, Customer acknowledges and agrees that the cost to Ramco of providing the Support Services may be increased significantly. Customer shall reimburse Ramco for any such increased costs (including, without limitation, for travel and living expenses incurred by Ramco personnel to perform Support Services on-site at Customer's facilities that would otherwise have been performed remotely).

9.3 **Information** Customer shall provide information concerning the Customer's operations, answer questions, make decisions, and give approvals, all as necessary for Ramco to perform the Support Services. Client will be responsible for, and assumes the risk of, any problems resulting from the content, accuracy, completeness, and consistency of information supplied by Customer.

9.4 **Customer's Environment** Customer shall have the sole responsibility for providing and maintaining at its cost, the hardware on which Updates are installed and the media on which it is stored, and for ensuring proper operating methods and environment, as well as providing personnel with the skill and knowledge to operate and maintain such resources, equipment, media, and environment. Customer shall have the sole responsibility, at its cost, for establishing and maintaining adequate back-up and disaster recovery procedures for its hardware, software, data, and other information and items.

9.5 **Cooperation** Customer shall co-operate with Ramco to the maximum extent possible to facilitate timely furnishing of the Support Services.

10. **Additional Components** Ramco may from time to time offer Customer additional components for use with the Covered Solution which Customer shall pay for in cash at Ramco's then standard prices for such additional components (each, an "Additional Component"). **End of SSA**

4. 解決方案、更新和交付成果的使用限制

4.1 客戶僅可以目標代碼格式使用軟體、更新和交付成果（如果軟體、更新和交付成果的一部分不是一種常用的電腦語言編譯，這部分應以 Ramco 交付的形式使用）。客戶不應翻譯、修改、調整、反編譯、反彙編，或反向工程軟體、更新或交付成果。

4.2 客戶不得允許任何未被授權的個人或機構訪問、查看或使用解決方案、更新或交付成果。客戶承認並同意無權以與合約規定不一致的方式使用解決方案、更新和交付成果。使用解決方案、更新和交付成果應限於用於客戶內部業務操作，不得直接或間接地通過時間共享、遠端作業入口、服務機構或其他方式使第三方獲利於軟體。

4.3 除為使用文檔和其他適用的規定中授權的解決方案、更新和交付成果而進行合理數量的備份和存檔，客戶沒有權利複製任何部分的解決方案、更新和交付成果。

4.4 客戶應複製所有解決方案、更新和交付成果及所有副本的保密和擁有權聲明並須將所有解決方案、更新和交付成果的所有副本保存在安全的位置。

4.5 客戶不應經銷、妨礙、分配、銷售、轉授權、或另行轉讓解決方案、更新或交付成果。

4.6 客戶不得將解決方案、更新或交付成果用於任何核、醫療或其他本質上危險的應用。

6. 專有權利除了軟體授權合約、軟體維護合約，和專業服務合約中 Ramco 授權予客戶的有限許可權利，所有其他關於解決方案、更新、交付成果的擁有權、標題、利益和所有關於解決方案、更新和交付成果的商標、服務商標、專利、著作權、交易機密和其他知識產權及財產權利應由 Ramco 及其許可方單獨享有。客戶不應採取任何危害 Ramco 及其許可方專有權利的行動。

9 保障

9.1 Ramco 依循以下 9.4 節所訂，Ramco 應保衛客戶免受與對抗任何及所有與客戶無關的第三方行動聲明、要求、調查、或肇因（稱之為「聲明」），在此意義上，此類聲明乃基於或源自於斷言解決方案、更新、交付成果、或服務侵犯或盜用屬於第三方的有效美國專利、版權或商業秘密權利，但排除聲明如下，(a)基於客戶所提供之規格或方向，或 (b)屬於客戶或任何經授權使用者之(i)並非合約特別授權地使用解決方案、更新或服務；(ii)並非意欲相互操作下與其他項目合併使用解決途徑、更新或交付成果；(iii)並非 Ramco 所特別指示下修改或改變解決途徑、更新或交付成果；或(iv)在已提供客戶更新或修訂版本之解決途徑、更新或交付成果下，客戶使用過時或尚未決定之解決途徑、更新、或交付成果版本。除須遵循以下第 10.2 節以外，如客戶在以上內容與以下第 9.4 節中所陳述，已經允許 Ramco 保衛此類聲明，Ramco 應賠償客戶並維護客戶不受任何與所有最終裁定或同意與任何此類聲明之裁決或和解有關之傷害、罰款、罰鍰、成本、或其他金額所損（包含合理之律師費用與支出）。

9.2 其他補救措施假如客戶受到責成，或在法律上同樣受到禁止，或照 Ramco 之見是合理地可能在法律上受到禁止，在法律上就應賠償客戶(i)在解決方案上，屬於此部分未經授權之執照費，自有效日期起為期三年攤還，(ii)在更新方面，屬於此類更新之未經授權之支援服務費部分，自 Ramco 將此類更新遞交給客戶日起三年為期攤還，或(iii)在交付成果方面，屬於此類交付成果之未經授權的專業服務費部分，自客戶根據專業服務合約條款接受或視為已接受此類交付成果日起，以三年為期攤還。第 9.1 節和此 9.2 節陳述，關於任何實際上或威脅性聲明解決方案或解決方案的任何部分侵害或侵占專利、版權、商標、或商業機密權利，Ramco 應負起全部責任和客戶專有之補救措施。

9.3.1 客戶依照以下第 9.4 節，客戶應保衛 Ramco 免受任何及所有與 Ramco 無關之第三方的聲明，在此意義上，此類聲明屬於客戶或任何經授權使用者在使用解決方案、更新、或交付成果（包含但不限於客戶對於使用解決方案、更新、或交付成果時所獲取之結果精確性與適合度的信賴），或任何提供給客戶、與合約相關之服務，但排除以上列第 9.1 節中有關 Ramco 所涵蓋的保障義務之聲明。除了遵循第 10.2 節，對於 Ramco，假如 Ramco 已經允許客戶如同上述與以下第 9.4 節所指，客戶應保證且維持其無傷，並保衛其免於所有與關於任何此類聲明所最終裁決與調解之傷害、罰款、處罰、成本與其他金額（包含

合理之律師費與支出)。根據本合約之客戶提論或其他除 Ramco 以外之提論,客戶也應保障 Ramco 及其董事、幹事、員工、代理商、與承包商,並使此類人等免受最終裁決或同意,有關對 Ramco 或其董事、幹事、員工、代理商、與承包商不利,出於死亡、對任何人之傷害、或對任何因 Ramco 專業服務或支援服務所造成之有形財產的損害。

9.3.2 與航空相關之責任 客戶也應保障 Ramco 與其董事、關聯方、幹事、員工、代理商及承包商、使其不受傷害、並為其辯護,免受任何及所有最終裁決,或同意這是關於任何聲明、行政訴訟、行動肇因、或訴訟,且 Ramco 與其董事、關聯方、幹事、員工、代理商及承包商身為其中一方之裁決或調解所有傷害、罰款、政府法規強制性行動、費用、以及其他金額(包含合理的律師費與支出),且起源於在客戶處或他處因 Ramco 使用解決方案與執行專業服務而違反法規、人員死傷、或侵犯有形殘產,或經由客戶要求或指派而從事上述事項,且因發生在任何地方、因任何原因或理由而造成的非機意外、事件、或空難所造成。

9.3.3 保險在合約有效期限的所有時間內,客戶應取得並維持此類飛機責任、飛機機身、以及各種一般責任保險單,使客戶得經歷其業務,及/或使客戶擁有、出租、發照、維護、或管理飛機,保險範圍應涵蓋名為 Ramco 之背書,作為保險單中之額外投保。客戶應立即將所有保險證明及此類保險與背書存在的聲明頁面送抵 Ramco。如本條約他處所述,若客戶無法或拒絕遵守此 9.3.3 子節之條款和條件,絕對無法使客戶因而免除一切起於飛機意外、事件或空難所聲稱之責任。

9.4 賠償程序每一方均有權根據以下聲明辯護或索賠,接受此類變戶或賠償的條件應為(a)提供對方立即性之書面聲明通知該方正在尋求或可能尋求以下之賠償,以及 (b)與對方共同辯護此類聲明。提供辯護之各方應(a)讓對方充分了解關於任何此類聲明之訴訟、交涉、或調解狀態,並(b)允許對方自費選擇律師參與此類訴訟、交涉或調解。任何聲明之調解應遵循對方之前的書面認可,此類認可不得無由撤銷、延遲或加以限制。

10. 責任限制

10.1 傷害對於違反或聲稱違反合約之任何特殊、間接、突發性、後果性、可仿效、或懲罰性傷害,雙方皆無責任承擔,即使該方已獲告知有發生此類傷害之可能性,包括但不限於出自於使用軟體、停工、商業效益、商譽、電腦失誤或功能不良之傷害。即使在為了達到合約之根本目的下,無法提供對方全部賠償措施的情況下,前述限制仍應適用。在任何情況下,Ramco 在下列事項都應負責或有義務(A)任何資料的毀壞、損害、損失、或誤送,(B)客戶對於使用解決方案、更新、交付成果或服務所獲得之合乎情理的結果或精確性之信靠,(C)在透過客戶內部網路或大眾通訊設施期間資料傳輸的安全性,或(D)硬體、軟體或其他客戶所擁有之項目,或第三方之財產(包括但不限於指定操作環境之元件)。

10.2 最高責任總額在任何情況下,關於任何及所有涉及解決方案、更新、交付成果、服務或其他合約所涵蓋事項,即使聲明所根據特定合約產生此類責任,不管包含賠償行動或聲明之行動形式為何,雙方之最高責任總額不應超出客戶在第一次事件出現前六個月內付給 Ramco 的金額。

10.3 例外本第 10 節下之責任限制不應援用於有關客戶為反軟體認證合約之第 3 節、支援服務合約之第 7 節、專業服務合約之第 6 節、或一般條款與條件之第 4 節。

10.4 資料遺失客戶了解也同意電腦產品與服務(包括但不限於解決方案、更新、交付成果、與服務)帶來儲存資料和軟體遺失、損害、毀損、或誤傳之風險(「資料遺失」)。客戶更進一步了解也同意產業標準指示客戶去系統化地使用各種提供資料與軟體備份的產品,以便預防此類資料遺失。客戶承擔任何關於或出於客戶使用解決方案、更新或交付成果,或因客戶接受服務所造成的所有資料遺失的風險。

24. 附加條款在合約任何條件下,假如屬於以下情況,Ramco 無法履行其責任應予以免責,(a) Ramco 起因於客戶行動而不履行,或無法履行其責任(包括但不限於客戶無法提供 Ramco 取得客戶之人員、設施或資訊),(b)Ramco 提供客戶不履行責任之通知,以及 (c)雖然因客戶行動或無法履行,Ramco 採取商業上合理的努力去履行責任。

.27 逾期付款對於合約中尚未付款之金額,Ramco 應以每月 1.5%的利率、或法律所批准之最高利率收取利息,端視何者較低而定。所有此類客戶未付給 Ramco 的過期金額,應繼續收取利息,或與未清金額

一起結算，直到全額付清為止。在訴訟或因客戶未付款所產生的收款活動的情況下，Ramco 有權收取合理費用與支出，包含律師費。

28. 稅金在本合約下可支付金額並不包含當地、該州或聯邦之銷售、使用、附加價值的稅金或個人財產稅或其他類似稅金，任何此類稅金的繳付應由客戶負責。如合約所預想之交易結果，無論最初是否由 Ramco 開發票，除非這些稅是根據 Ramco 的淨收入所開，否則客戶應在任何時間點下負起繳稅責任。

5. 保證

5.1 **媒介**在解決方案是以磁性、光學、或其他儲存媒介提供下，Ramco 保證軟體之原始媒介在材料與工藝應無瑕疵，能在交貨日後 30 日期限內正常使用（「媒介保證期」）。若客戶在媒介保證期期間告知 Ramco 關於違反前述保證，Ramco 應盡其在商業上合理的努力加以更換該瑕疵媒介，並由 Ramco 支付費用。如 Ramco 無法在合理時間內更換瑕疵媒介，只要可行，Ramco 得選擇以電子檔案經由網際網路或遠端通訊傳送解決方案。

5.2 **軟體** Ramco 向客戶保證 SLA 表 A 所指定的軟體在交貨日起 90 天的期限內會如同文件中所描述般實際運作（「軟體保證期」）。若客戶在媒介保證期期間告知 Ramco 關於違反前述保證，Ramco 應盡其在商業上合理的努力修正該軟體，或提供解決方法來矯正該問題。雖然此軟體授權合約有其他條款，但若客戶以任何方式修改 SLA 表 A 所指定的軟體（除了文件中所計議或 Ramco 書面許可），前述保證將不適用。前述保證應只適用於 SLA 表 A 所指定的軟體，不適用於任何修改、增加或改變此類由 Ramco 所預備之軟體，或另需遵循專業服務合約。專業服務合約應控制任何違反此類適用於任何此類修改、新增或改變的保證或補救措施。

4 客戶義務

4.1 只要適用，在 Ramco 要求，以便執行專業服務時，客戶應提供關於客戶運作的資訊，回答問題，做出決定，並給予認可。客戶將負責且承擔任何起源於客戶所供應之資訊內容、精確度、完整性、以及/或不一致的問題、延遲或額外費用風險。

4.2 客戶應要求適當的客戶人員和 Ramco 人員一起執行專業服務。客戶無法指派稱職的人員從事這些相關事宜會對 Ramco 提供專業服務、有效率地提供或及時提供這些服務的能力造成逆向影響。如 Ramco 不滿意客戶人員所提供的專業服務，Ramco 得通知客戶其不滿意的細節。相關方應在合理範圍內盡快配合補救問題。

4.3 客戶應單獨有責任自費提供和維護軟體交付成果所安裝之硬體與所儲存之媒介，且為了確保適當的安裝方式和環境，以及提供具備技能與知識著人員去操作並維護此類資源、設備與環境。客戶應單獨自費負責建立與維護其硬體、軟體、資料、與其他資訊和項目充足的備份和災難恢復步驟。

4.4 客戶應與 Ramco 合作，依照各項工作說明一起盡最大可能去促進及時完成專業服務。

4.5 在任何時候，如客戶並未充分準備依照專業服務合約或任何工作陳述來負責，或無法負起造成 Ramco 無法開始或執行專業服務之延遲的責任，客戶應付費給 Ramco，彌補 Ramco 當時閒置資源所付出的時間與材料費，且 Ramco 不應負起客戶或引起此類延遲之人員所造成的後果。

4.6 客戶的一些其他與專業服務相關的義務得在工作說明中列出，客戶同意執行適用工作說明中所陳述之所有此類義務。

4.7 客戶素材 客戶了解且同意 Ramco 在根據專業服務合約執行義務時，得以使用客戶所提供的資料、素材與其他資訊。在執行專業服務，且無其他獨立調查或確認下，Ramco 應有權依靠此類資訊之精確性與完整性。

4.8 客戶要求更換 Ramco 人員如客戶對任何提供專業服務的 Ramco 人員感到不滿意，客戶得告之 Ramco 不滿意的細節，雙方應合作以在合理範圍內盡快補救此問題。

5 接受測試

5.1 交付成果之交付 當 Ramco 在工作說明下完成交付成果時，Ramco 應將此類交付成果送至客戶，以便讓客戶得執行接受測試，並確認交付成果實質上符合適用規格。接受測試只適用於工作說明中所特別提到的交付成果，除非及直到完成第 5.2 節中之測試步驟，交付成果不應影響雙方權利與義務。

5.2 接受測試 客戶在收到各交付成果後應有 10 個營業日，且同樣在最終交付成果交付時（或 Ramco 證明已經達到適用工作說明下之最終階段），判定是否在實質上符合適用規格，對於最終交付成果，也要判定交付成果是否整體上實質上符合適用規格（但尚未測試任何之前測試與接受之交付成果的特定功能）。若客戶以書面告知 Ramco 在適用接受測試期間內，以適用規格評估以任何交付成果有實質上的不合格，Ramco 應盡商業上合理的努力自費立即矯正任何此類不合格，且應在完成矯正時通知客戶。客戶屆時應有權在 10 個營業日內重新測試已矯正之交付成果（「接受測試期」），也在最初收到此類交付成果時，判定最終交付成果是否整體上與實質上符合適用規格（但尚未測試任何之前測試與接受之交付成果的特定功能）。

5.3 接受 如客戶未在接受測試期內通知 Ramco 任何不合格，客戶應被視為已經接受交付成果。萬一 Ramco 無法在收到此類不合格通知起 60 日內，合理地矯正不合格，客戶得終止該適用之工作說明，且 Ramco 單獨負有責任賠償客戶付給 Ramco 不合格交付成果之金額。如本合約或適用之工作說明所述，客戶了解也同意雙方在客戶即時根據以上條款來執行接受測試的能力，是由於客戶即時履行接受測試的義務。

9 保證

9.1 專業服務 Ramco 向客戶保證專業服務將會以專業且符合工藝的方式進行，遵守關於執行類似本質服務之一般接受的產業標準。如客戶在 Ramco 執行專業服務任何部分日起 30 天內，通知 Ramco 任何為反前述之保證，Ramco 應盡商業上合理之努力去重新執行此類專業服務，以便能達成上述之保證。此 9.1 節所列之有限補救措施應為違反前述保證或 Ramco 無法執行令客戶滿意之專業服務時，對客戶唯一且專屬之補救措施。

9.2 其他保證之免責聲明 在無限制第 2 節專業服務合約的一般性下，客戶了解且同意一般條款與條件之第 10 節與第 12 節包含與其他保證之免責聲明、特定補救措施、以及責任限制相關之重要條款。

SSA

1. **定義** 一切使用，但未在此軟體支援合約中定義的大寫字母開頭的詞彙，應在 Ramco 和客戶同時在一般條款與條件生效起給予各自之定義（「一般條款與條件」）。

2. **一般條款與條件之併入** 一般條款與條件是經由引用而構成。在此軟體之原合約條款和一般條款與條件之條款之間出現不一致的情況下，此軟體之原合約應高於一般條款與條件中不一致的條款，但僅限於此類不一致。

3. **支援服務** 依照此軟體之原合約和一般條款與條件中的條款與條件（適用於支援服務時），以及適用的支援服務費之費用，Ramco 應提供客戶所述之支援服務，並遵循 SSA 表 A 中所包含的條款與條件。

4. **接受測試**

4.1 **更新與再彙編**如 SSA 表 A 所進一步說明，Ramco 得不時地發展更新（或選擇使用所涵蓋之軟體），且在客戶要求下，提供此類更新或再彙編給客戶。此第 4 節所述之接受測試步驟應適用於交付與接受所有更新與再彙編（除了 SSA 表 A 之第 7.2 節所說明之「Z」改變以外）。

4.2 **更新之交付**當 Ramco 完成更新後，Ramco 應交付更新或再彙編，以便讓客戶得執行接受測試，確認(a)對於更新，更新在實質上符合適用規格，或(b)對於再彙編，再彙編符合其文檔要求。

4.3 **接受測試期**在接收各更新或再彙編後，客戶應有 10 個營業日去測試此類更新或再彙編（「接受測試期」），以判定(a)對於更新，更新在實質上是否符合適用規格，或(b)對於再彙編，再彙編是否符合其文檔規定。若客戶以書面通知 Ramco 經過適當規格或文檔規定之評估，更新或彙編存在任何實質上的不合格（「不合格」），Ramco 應立即盡商業上合理之努力自費矯正此類不合格，且應在矯正完成時通知客戶。屆時客戶應有權在收到相同項目日起 10 個營業日內，重新測試已矯正之更新或再彙編（「接受測試期」）。

4.4 **接受**如客戶沒有在適用之接受測試期內通知 Ramco 任何不合格，客戶應被視為已經接受該更新或再彙編。萬一 Ramco 無法矯正被視為的不合格，在收到此類不合格通知起 60 日內，因專屬於 Ramco 之理由，客戶得撤回更新或再彙編，且為 Ramco 對客戶有專屬責任去重新執行該服務，並提供修復。如此合約所述，客戶了解且同意雙方根據上述條款執行接受測試的能力，是藉由客戶即時執行接受測試。

5. **經濟條款**

5.1 **支援服務費**

5.1.1 **最初期限內**在衡量 Ramco 所提供之支援服務時，在此合約生效日起 12 個月內，客戶應在生效日時_____支付 Ramco 支援服務費。Ramco 應開立一年為期之發票給客戶，客戶則應支付 Ramco 在_____中所述之支援服務費（關於最初期限 12 個月內所提供之支援服務）。

5.1.2 **續定期限內**如客戶希望繼續接受支援服務，為了適用之續訂期限內所提供之支援服務，Ramco 應開立發票給客戶，客戶則應支付 Ramco 在_____所述之支援服務費。如客戶選擇在到期日前不予以支付任何此類發票，客戶應被視為拒絕繼續接受支援服務，且此合約應被視為立即終止。如客戶停止購買支援服務，客戶只能在支付當期之支援服務費、加上停止購買支援服務日後的支援服務費時，重新啟用支援服務。

5.2 **支援服務費之增加**

5.2.1 **按年增加** Ramco 得在每年基礎上增加支援服務費，但各年之增加幅度應限於較高之(a)當時支援服務費的 5%，或(b)當時支援服務費加上 CPI 增加的百分比，CPI 增加的日期與前年增加%。

5.2.2 **根據所增加之功能來增加**除了根據第 8.2.1 節增加知支援服務費以外，Ramco 也不時會根據增加軟體元件至所涵蓋之解決方案而增加支援服務費，原因是(a)Ramco 應客戶根據專業服務合約而要求提供給客戶的任何交付成果，或(b)任何由客戶所要求的其他或新的軟體元件或需求改變，兩種情況各如下(i)Ramco 以時間、素材與難度來測量，以發展此類交付成果或其他元件或需求改變，以便在 5 年內攤還此類時間和素材價值，或(ii)此類增加是由 Ramco 在審慎考量下決定，且當時只在其他元件根據此處第 4 節（或在交付成果方面，一但此類交付成果根據專業服務合約第 4 節而被接受時）使用。

5.3 **支出** 客戶應補償 Ramco 在執行支援服務時相關的實際付現費用（包括但不限於差旅與生活費）。

5.4 **定價假設** 各項更新的發展是根據某些關於需要發展此類更新的時間與困難度，此外 Ramco 也會考量其定價。在任何此類定價證實是不正確時，Ramco 應指定關於需要發展此類更新的時間和困難度修訂之定價。

6. **期限與終止**

6.1 **期限** 此軟體支援合約之期限應始於生效日，並持續為期五年（「最初期限」）。此後，依照客戶所附之適用支援服務費，此軟體支援合約應在到期時自動更新另一五年期限（「續訂期限」）。

6.2 **終止**

6.2.1 **因違反而終止** 若任何一方違反此支援服務合約或一般條款與條件（只要與支援服務和更新有關）之任何素材的條款或條件，且沒有在收到終止合約方之書面通知起 30 日內糾正此類違約行為，另一方得隨時以書面通知對方終止此支援服務合約。

6.2.2 **Ramco 的其他終止合約權利** Ramco 應有權利立即以書面通知終止此支援服務合約（整體或部分），如客戶(a)無法支付此支援服務合約下任何到期應付款項，或 (b)破產，為債權人權益而整體轉讓，遭受或允許委任接管其業務或資產，或涉及國內外任何破產或無力償債之訴訟，或自願清償或反之。此外，Ramco 應有權利立即以書面通知終止支援服務合約（整體或部分），如(i)所涵蓋之解決方案包括任何由 Ramco 在軟體授權合約下授權客戶的解決方案，以及(ii)軟體授權合約因任何原因終止。

6.2.3 **終止合約的權利** 客戶應有權利在九十（90）日前以書面通知 Ramco 終止此軟體支援合約。

6.3 **終止合約時**

6.3.1 在 Ramco 根據第 6.2.1 或 6.1.2 節終止合約的情況下，客戶(a)應立即停止使用所有更新、將更新（與所有複本一起）交付 Ramco，並提供 Ramco 書面通知客戶確認客戶已遵守上述條款，以及(b)無權要求退還任何預付之支援服務費。

6.3.2 在客戶根據表 A 第 6.2.1 節終止合約的情況下，Ramco 應退還客戶在適用合約年期間所使用，按比例計算之任何預付的支援服務費。

6.3.3 在客戶根據第 6.2.3 節終止合約的情況下，(a) 在當時續訂期限結束時，應立即停止使用所有更新，且應將更新（與所有複本一起）交付 Ramco，並提供 Ramco 書面通知客戶確認客戶已遵守上述條款，以及無權要求退還任何預付之支援服務費。

6.3.4 在本支援服務合約終止或到期時，客戶應在終止之生效日前支付 Ramco 所有提供的支援服務費。此外，客戶應補償 Ramco 對於所有客戶在此合約下所負責的支出（包括但不限於表 A 第 9.2 節所涵蓋之項目）。

6.3.5 無條件終止一般條款與條件之此支援服務合約第 1、2、6.3 以及 6.3.3 節條款，此支援服務合約表 A 之第 8 及 9 節，以及一般條款與條件之條款，將無條件終止此支援服務合約。

7. **財產權**

7.1 **在軟體授權合約下與「解決方案」相關之更新和其他元件** 如雙方已進入軟體授權合約，任何設計來取代全部或部分解決方案所包含之軟體的更新或再彙編，或在軟體授權合約下設計以併入或相互操作授權給客戶使用之軟體，應被視為解決方案的一部分，以達到軟體授權合約第 3.1 節有關 Ramco 同意授權給客戶之條款。

7.2 **其他更新與其他元件**關於第 4 節所未涵蓋的任何更新或其他元件，Ramco 因此同意授權客戶擁有永久、非獨佔性、不可轉讓、永久的授權來使用此類更新、再彙編或其他元件，專用於客戶之內部營業目的，且在所有情況下需依循支援服務合約和一般條款與條件中之所有條件。

7.3 **限制** 在未限制第 2 節之概括性下，客戶了解也同意一般條款與條件之第 4 節包含客戶使用更新、再彙編或其他元件之限制。

8. 保證

8.1 **支援服務** Ramco 向客戶保證支援服務將會以專業且符合工藝的方式進行，遵守關於執行類似本質服務之一般所能接受的標準。如客戶在 Ramco 執行支援服務任何部分日起 30 天內，通知 Ramco 任何違反前述之保證，Ramco 應盡商業上合理之努力去重新執行此類支援服務，以便能達成上述之保證。此 11.1 節所列之有限補救措施應為違反前述保證或 Ramco 無法執行令客戶滿意之支援服務時，對客戶唯一且專屬之補救措施。

8.2 **其他保證之免責聲明**在無限制第 2 節專業服務合約的一般性下，客戶了解且同意一般條款與條件之第 10 節與第 12 節包含與其他保證之免責聲明、某些補救措施、以及責任限制相關之重要條款。

[SSA- 表 A 立即遵守]

SSA – 表 A

1. **瑕疵的定義**「瑕疵」應意指所涵蓋之解決方案的失誤，單獨以實質上符合其文檔規定的方式運作（且若此涵蓋之解決方案根據軟體授權合約，包含 Ramco 授權給客戶的軟體，則關於此類軟體，在實質上是符合文檔所規定）。該詞彙「瑕疵」並不包含且無限制客戶流程設定所造成的問題，也並非由客戶不遵守適用之文檔規定來使用涵蓋之解決方案所造成。

2. **支援** 客戶應透過線上瑕疵報告系統向 Ramco 報告任何瑕疵，因為 Ramco 得不時合理地建立與修改此類系統。如此段內容所述，客戶也得經由電話向 Ramco 報告瑕疵。Ramco 應不時指定電子網路位址和電話號碼，提供線上或電話協助客戶關於瑕疵之確認與解決。電話支援時間從周一至周五，東區時間早上 9 點至晚上 8 點，Ramco 之假日除外。

3. 瑕疵修復

3.1 在此表 A 第 2 節下，基於 Ramco 和客戶之間的溝通，Ramco 應根據下列表格來判定瑕疵之嚴重性。

嚴重等級	定義
1	造成涵蓋之解決方案當機，或客戶與經授權使用者無法使用，且並無可接受之解決方法。
2	瑕疵影響多位所涵蓋之解決方案的使用者，並造成客戶與經授權使用者無法有效使用所涵蓋之解決方案，但沒有造成完全無法使用所涵蓋之解決方案。
3	瑕疵影響使用所涵蓋之解決方案時的產能或方便，此處基本上已有解決方法。
4	瑕疵不會在實際上影響客戶或經授權使用者使用所涵蓋之解決方案的能力（例如，使用者介面上的不方便）。

3.2 基於瑕疵的「嚴重等級」，Ramco 應盡商業上合理之努力根據下表修復瑕疵：

嚴重等級	Ramco 矯正行動的回應時間
1	Ramco 會回應並在兩個作業小時內判定瑕疵為「嚴重等級 1」，且開始矯正行動。
2	Ramco 會回應並在一個營業日內判定瑕疵為「嚴重等級 2」，且開始矯正行動。

3	Ramco 會回應並在兩個營業日內判定瑕疵為「嚴重等級 3」，且開始矯正行動。
4	Ramco 會在合理的時間期限內回應瑕疵。

3.3 若客戶報告有瑕疵存在，並要求支援服務來矯正此類瑕疵，而 Ramco 判定該問題被認為乃瑕疵所造成的後果，但事實上並不是由瑕疵所引起，而是不適合的操作系統或硬體/軟體環境、不當操作、不相容的營業措施、或類似原因所造成，那麼客戶就應支付 Ramco 所有 Ramco 當時所執行的所有工作與材料費用。

4. 任選服務

4.1 客戶應有選擇從 Ramco 取得(a)與軟體修改有關的專業服務，以便加以客製化，讓客戶的業務能遵循 Ramco 與客戶所訂立的專業服務合約，(b)在此表 A 第 7 節下，所涵蓋之解決方案之再彙編，(c)輔助前述兩項之服務，以及(d)其他元件的授權。

4.2 完成所有客戶為了此 SSA 表 A 第 4.1 節所訂之要求的費用應由 Ramco 指定。Ramco 在判定任何此類數字時，應遵循目前 Ramco 需要完成此類要求時適用與相關的時間與素材。客戶應在 Ramco 開始認合此類工作前，以現金支付 Ramco 任何此類支援服務的費用。

5. 所涵蓋之解決方案的異動 根據 Ramco 與客戶所訂立的專業服務合約，在荷戶合理要求下，Ramco 將盡合理的努力來改善、改變、或擴展所涵蓋之解決方案。提供給 Ramco 的要求，其形式應包含實質的資訊，且此類要求應使用 Ramco 當時的指導方針版本。客戶要求下應提供這些方針。Ramco 的方針得要求客戶定義與要求相關的範圍級條件，使用確認的工具，並由 Ramco 提供給客戶。若任何此類要求不符合此類方針，Ramco 得拒絕客戶之要求，或根據 Ramco 當時的軟體諮詢服務費率向客戶索費，做為 Ramco 使此類要求符合方針，及/或協助客戶達到客戶要求時所需使用的時間。所有需求的費用都需遵循條款與條件。

6. 一般可取得之片段 作為支援服務的一份子，Ramco 得不時提供客戶所涵蓋之解決方案的某些其他片段、更新、修復或其他修訂。

7. 再彙編

7.1 “X.Y.Z”異動 在軟體授權合約下，如所涵蓋之解決方案為 Ramco 授權給客戶的解決方案，Ramco 得不時提供客戶解決方案之再彙編版本（「再彙編」），以便加以利用，例如改善 Ramco 用來產出解決方案的工具。再彙編得採用三種形式之一：(a)解決方案適用之「X.Y.Z」版本編號中「Z」中的異動，(b)解決方案適用之「X.Y.Z」版本編號中「Y」中的異動，或(c)解決方案適用之「X.Y.Z」版本編號中「X」中的異動。Ramco 應不時通知客戶可取得之「X」、「Y」、或「Z」異動。客戶自此類通知起，應有 30 天期限能要求 Ramco 提供適用的「Z」異動。

7.2 「Z」異動如客戶要求 Ramco 根據此 SSA 表 A 之第 7.1 節提供「Z」異動，在 Ramco 收到客戶要求起合理期限內，應無償提供客戶適用之「Z」異動。

7.3 「Y」異動如客戶要求 Ramco 根據此 SSA 表 A 之第 7.1 節提供「Y」異動，在 Ramco 收到客戶要求起合理期限內，應無償提供客戶適用之「Y」異動，但任何所需之修改、重新安裝、測試、或其他服務，應由 Ramco 基於時間與素材，以其當時費率加以提供。客戶了解且同意客戶需要支付 Ramco 其他費用（基於時間與素材，以其當時費率），以便在軟體授權合約下，改編授權給客戶的解決方案，以納入由「Y異動」所產生的新或改善的特色或功能，並安裝此類再彙編。

7.4 「X」異動如客戶要求 Ramco 根據此 SSA 表 A 之第 7.1 節提供「X」異動，在 Ramco 收到客戶要求起合理期限內，應依照以下兩點提供客戶適用之「X」異動，(a)任何由 Ramco 在此類「X」異動所指定的固定費用，以及(b)任何所需之修改、重新安裝、測試、或其他服務，應由 Ramco 基於時間與素材，以其當時費率加以提供。客戶了解且同意客戶需要支付 Ramco 其他費用（基於時間與素材，以其

當時費率)，以便在軟體授權合約下，改編授權給客戶的解決方案，以納入由「X 異動」所產生的新或改善的特色或功能，並安裝此類再彙編。

7.5 Ramco 自費再彙編如客戶並未要求根據此 SSA 表 A 第 7.1 節提供再彙編，Ramco 得提供客戶，並以書面通知客戶，其取得此類再彙編與改編客戶所涵蓋的解決方案的權利。如客戶未在此類提供日起 30 天內通知 Ramco 接受此類提供，Ramco 得在收到客戶通知時終止此支援服務合約，此類合約之終止將在 Ramco 送出此類通知後起 30 天內生效。

8. 支援服務之除外責任

8.1 客戶所引起的問題在不限以下第 8.1 節之概括性下，如客戶通知 Ramco 的問題，Ramco 判定是由客戶不正確或不適當之使用、或是在未經授權下修改所涵蓋之解決方案所造成，或是因客戶無法遵循支援服務合約或軟體授權合約、或其他適用授權合約之條款或條件所引起，則 Ramco 並無義務採取行動去矯正該問題。在客戶要求下，Ramco 得嘗試矯正問題，但客戶應基於時間與素材，以其當時費率支付 Ramco 之服務（無論 Ramco 是否能矯正問題）。

8.2 第三方產品支援服務並未涵蓋此支援服務合約第一頁所特別列出項目以外的產品（第三方或其他）。

8.3 現場服務支援服務並不包括任何安裝、諮詢、或其他現場服務。

8.4 資料 Ramco 不應負起客戶資料遺失或損壞之責任。客戶應採取所有必要行動來為其資料做備份。

8.5 免責聲明 在不限以上列第 8.1 節之概括性下，Ramco 不應負起此支援服務合約提供支援服務、更新、再彙編、或其他任何維護與支援所涵蓋之解決方案，如客戶(a)誤用、更改、或損壞所涵蓋之解決方案，(b)以任何並非 Ramco 所供應或認可的硬體或軟體一起使用，(c)在指定操作環境以外的操作環境下使用所涵蓋之解決方案，或(d)另外以與此支援服務合約、軟體授權合約、或其他適用授權合約之條款與條件不符之方式使用所涵蓋之解決方案，或(e)要求相當於疏忽、天災、叛亂、戰爭、或未經授權之第三方行為、失誤或干擾、或任何不良的電力、空調、濕度控制、電腦硬體、第三方軟體、或電話、或通訊線、或其他類似員因所造成之結果。

8.6 語言 在此服務合約下，Ramco 不應有責任以英文以外的語言為所涵蓋之解決方案提供支援服務、更新、再彙編、或任何其他維護與支援，除非 Ramco 特別以書面另行同意客戶這麼做，或已公開宣布將如此進行，且應專指此類合約或宣布內容。

9. 客戶之義務

9.1 第一級支援/單一聯絡點所有與支援服務相關之溝通應受到不超過三位指定聯絡人之監督、協調、與從事，且此三位指定聯絡人應作為客戶與 Ramco 之間單一聯絡點。在聯絡 Ramco 前，所有問題都需由該三位聯絡人研究。此類指定聯絡人應對於所涵蓋之解決方案有充分之專業與知識，以便協助 Ramco 提供支援服務與確認並解決瑕疵問題。

9.2 網路取得

9.2.1 客戶了解且同意支援服務將不會在客戶設施「現場」執行。客戶應允許並讓 Ramco 透過數據機、網際網路、或此類其他 Ramco 合理指定的媒介來執行支援服務。客戶同意提供（自行負擔）：(a)由 Ramco 所指定的軟體副本，以進行遠端取得及控制適用硬體或軟體，若有的話，(b)一條操作之電話線或網路連線，以及(c) Ramco 所合理要求的此類協助，以促進支援服務之產生。客戶應單獨負起履行及維護安全保障，以保護客戶系統及資料。

9.2.2 若客戶不願意或無法遵循上述小節之條款，客戶應如此告之 Ramco。在這種情況下，客戶了解且同意 Ramco 提供專業服務的費用可能大幅增加。客戶應補償 Ramco 任何此類增加之費用

（包括但不限於 Ramco 執行原本應遠端執行，但改在客戶設施現場支援服務而產生的差旅和生活費）。

9.3 資訊 客戶應提供關於客戶運作、回答問題、做決策、以及提供認可的資訊，一切資訊對 Ramco 在執行支援服務上皆為必須。如客戶提供之資訊內容、精確性、完整性以及一致性造成任何問題，客戶將負起責任並承擔風險。

9.4 客戶的環境 客戶應全權負責自費提供和維護安裝更新的硬體和更新儲存的媒體、負責確保合適的操作方法和環境，以及提供擁有此類技術和知識的人員操作和維護此類資源、設備、媒體和環境。客戶應全權負責自費為其硬體、軟體、資料及其他資訊及項目建立和維持充足的備份以及災難復原程式。

9.5 合作 客戶應與 Ramco 進行最大可能程度的合作，以便及時提供支援服務。

10. 附加組件 Ramco 可能不時地向客戶提供與解決方案搭配使用的附加組件，客戶須按照 Ramco 標準價格對此類附加組件進行現金支付（每個「附加組件」）。