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SCHEDULE 1:
GENERAL TERMS AND CONDITIONS OF MYFORCE.

The legal relationship between MYFORCE, with registered office at 3052 Oud-Heverlee, O.-L.-Vrouwstraat 51, registered in the CBE and VAT register under the number BE0467.088.058, e-mail: info@myforce.be (hereafter "MYFORCE"), and the Client (collectively referred to as the "Parties"), is governed by these general Terms and Conditions, complemented by the Terms and Conditions specific to the assignment (such as the "quote", together "the Terms" or the "Agreement"). These Terms and Conditions destroy and replace all written or oral contracts, proposals and commitments that relate to the same subject and that would precede the date of the agreement between the Parties.

1. Applicability

These general Terms and Conditions apply to all requests, offers, orders, quotes, invoices and agreements with the Client. The Client recognizes to have taken note of these general Terms and Conditions prior to the contract closure and to accept them integrally as a substantial part of the agreement with the exclusion of other general conditions.

In addition, the Terms and Conditions are deemed to have been accepted by the Client if he has not raised an objection within a reasonable period after receipt thereof, hereby set at 7 calendar days. The acceptance of the Conditions is also derived from the normal continuation of the services by MYFORCE. The Terms and Conditions take precedence over the general and / or other terms and conditions of the Client, even if they state that they are the only ones that apply. Deviations from these Terms and Conditions are only possible after prior written consent from MYFORCE.

MYFORCE reserves the right to adapt or cancel the general Terms and Conditions at any time. The adapted general Terms and Conditions become applicable 2 weeks after being communicated Each order is subject to the general Terms and Conditions that were included on the website and order confirmation at that time, to the exclusion of any older or newer provisions.

2. Formation and object of the agreement

The agreement is established when MYFORCE confirms the quote. All previous correspondence will be canceled due to the order confirmation.

Only the goods that are explicitly stated in the quote are included in the order. All modifications - for whatever reason - fall outside the original order and will be charged additionally. MYFORCE can either accept or decline any new or modified orders placed by the Client in deviation of the present general Terms and Conditions. The Parties explicitly agree that the correspondence regarding the project (incl. the confirmation of the quote and of the Terms and Conditions, commitments and planning) is mainly sent by e-mail to guarantee efficient and rapid operation.

If a Third Party Software is licensed under this Agreement, the use of the Third-Party Software may be subject to Third-Party Additional Terms. Said Terms are added as an annex to the agreement.

3. Equipment, Software and Functionalities of the System

MYFORCE sells the Client the equipment as described and specified in the separate order accepted by MYFORCE, at the prices stated therein (hereinafter "Equipment").

MYFORCE grants the Client the non-transferable and non-exclusive right to use the Software. This right of use concerns the software as stated in the separate order accepted by MYFORCE, at the prices stated therein (hereinafter "Software"). Depending on the current order, this right may be definitive (definitive license) or must be renewed annually (annual license).
The Software comprises the programs for information processing consisting of a number of coded instructions in a form that can be read and applied by the Equipment and the accompanying documentation.

The Equipment and Software described in the order, as well as later added, are hereinafter collectively also referred to as the "System".

MYFORCE declares that the System can perform the functions described in the product specifications for each individual part of the System as stated in the order.

4. Prices

All prices quoted by MYFORCE are exclusive the Value Added Tax (VAT), or any other applicable tax or any tax that would replace the VAT in the course of the Agreement, and exclusive transport-, travel- and hotel accommodation-costs outside of Belgium.

5. Payment

For the amount to be paid, the Client will receive an invoice after delivery, without prejudice to MYFORCE's right to offer one or more provisionary invoices for payment in advance. Unless otherwise stipulated or in case of deviant expiry date stated on the invoice, the invoice must be paid within 30 calendar days after the invoice date. Provisionary invoices must be paid immediately.
Payments must be made without any discount or compensation after receipt of the invoice.

In the absence of payment on the due date, the Client will owe, legally and without any notice of default, a late payment interest determined in accordance with the law of 2 August 2002 on combating payment arrears in commercial transactions, increased by 2%, on all amounts due from the due date until full payment, whereby a started month will count as a full month, as well as a a flat-rate compensation of 10% on the amount of the outstanding invoices with a minimum of 500 EUR. All collection costs are also for the account of the negligent Client.

In so far as the Client fails to pay one or more outstanding invoices from MYFORCE, MYFORCE reserves the right to suspend further performance of the services until all outstanding invoices are settled (including the added interest for late payment) or, failing this, to determine the immediate termination of the agreement in accordance with Article 15 of these Terms and Conditions, and without prejudice to its right to claim full compensation in that case. In any case, the Client owes all amounts for the performances and expenses incurred by MYFORCE.

Any non-payment of an expired invoice also implies that all other invoices are chargeable to the same debtor. If explicit and written installment periods have been allowed by MYFORCE, the total sum still due is payable without further notice or notice of default as soon as one installment has not been observed. All payments are first charged on the interest already due. In the event of non-payment, all amounts due will be collected through legal channels.

Any protest regarding an invoice must be addressed to MYFORCE in writing by letter or e-mail within 14 calendar days after the invoice date. MYFORCE is entitled to transfer all claims it has against the Client to third parties, , but it will continue to guarantee the proper execution of these obligations. The Client is not entitled to transfer his rights and / or obligations to MYFORCE to third parties without prior written consent from MYFORCE.

6. Retention of title

Until after the Client has fully paid MYFORCE the amount owed, MYFORCE retains ownership of all Equipment and Software delivered by it, as security for the payment of everything that is due. The Client will therefore not be allowed to dispose of, lend, pledge or mortgage the Equipment and Software, nor rent or lend, as long as no full payment has been made. The System is provided with temporary software licenses. If the payment conditions under article 5 of these Conditions are not respected, while no formal protest in accordance with article 5 has been sent to MYFORCE, the software will be deactivated automatically. This rule will also apply to every annual renewal. When the amount due has been paid in full, the definitive licenses will be released. In the event of non-payment, the Client shall immediately enable MYFORCE to take back the Equipment and Software without further notice of default or judicial intervention being required.

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If the Equipment is installed in a building of which the Client is not the owner, if this building was given by the Client in a mortgage or if the Client's business was mortgaged, the Client is obliged to inform his creditor of the MYFORCE property rights to the Equipment.

Without prejudice to the above provisions, MYFORCE remains the owner of the Software at all times.

7. Delivery and installation

MYFORCE strives for the shortest possible delivery time and does everything possible to comply with the timing specified in the order. The mentioned delivery periods do not, however, give rise to an obligation of result on behalf of MYFORCE but only an obligation of best efforts. In so far as possible, MYFORCE will inform the Client in case the expected delivery date cannot be respected.

MYFORCE can under no circumstances be held responsible for a delivery that arrives later than expected, because of third parties, due to unforeseen circumstances or due to force majeure. MYFORCE is also not liable for delay or failure to deliver due to the fault of the carrier.

The Client must prepare the spaces where the System will be installed at its own expense and its own risk in accordance with the relevant MYFORCE installation instructions. A fast and stable remote access with complete control of the System is necessary to provide adequate support.

In so far as possible, the System will be installed immediately after delivery by MYFORCE in the presence of the Client in accordance with the current MYFORCE installation procedure.
After the completion of the installation procedure, the System will be deemed to be installed and accepted by the Client as evidence of which the Client will sign the installation report.

The Client is not entitled to use the System as long as the commissioning report and the End User License Agreement has not been signed by him.

If the Client, for any reason, requires a postponement of delivery, he will immediately inform MYFORCE of this. MYFORCE has the right to charge the Client for all costs related to such a delay, including costs of storage and possible transport.

8. Right of use of the Software

All Software provided by MYFORCE implies a right of use for the Client.

The Client acknowledges that the Software is exclusively the property of MYFORCE and recognizes the confidential character of the Software. The Client engages himself not to reproduce the Software unless with the agreement of MYFORCE, to treat the Software confidentially and not to give it to third parties and to take the necessary precautions towards their employees or contracting parties to be able to ensure they live up to the engagements of this article.

9. Risk

MYFORCE bears the risk for the System, also during transportation, until the System has passed the actual control of the Client or a third party engaged by him. The risk transfer of the goods thus takes place at the time of the installation of the System in accordance with the installation conditions. The Client is therefore not permitted to unpack the System upon receipt without prior consent from MYFORCE. If the Client does not adhere to this, the risk of transportation damage and loss will be borne by the Client.

10. Warranty

During a period of 12 months after commissioning, MYFORCE guarantees that the Equipment does not show any factory defects and / or material faults with normal usage. The Software is guaranteed to be conform to the product

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specifications stated on the order for a period of sixty days from the date of installation. This warranty means that the defects referred to will be remedied by MYFORCE at its expenses.

The warranty is void if the defects are caused directly or indirectly as a result of unauthorized changes made by the Client or a third party, improper or incorrect use, lack of normal maintenance, abnormal use, negligence, damage of any nature whatsoever or unauthorized attempts at repair by the Client or a third party commissioned by the Client.

The Client guarantees that the information essential for the proper execution of the assignment has been provided. MYFORCE cannot be held liable for damage caused by incompleteness or defect in the information provided by or on behalf of the Client.

The Client commits to inform MYFORCE in writing immediately and within twenty days of the commissioning of the System or after the discovery of the defect by the Client or after the Client could reasonably have discovered the defect or hidden defect in the Equipment or Software.

MYFORCE will never be bound by any obligations other than those described in this article.

11. Intellectual Property Rights

The delivery of products nor the provision of services by MYFORCE leads to any transfer of intellectual property rights to the Client. Unless explicitly agreed otherwise, designs, concepts, logos, images, manufacturing and manufacturing methodologies, (product) descriptions, data, product or company names, software, texts and the like that are developed and / or used by MYFORCE, in whatever form, are and remain property of MYFORCE, as well as any documentation that would be made available to the Client or published on the MYFORCE website. Publication or other forms of disclosure thereof is only possible after obtaining written permission from MYFORCE.

If the Client is sued by a third party on the basis of an (alleged) infringement by MYFORCE of a patent, copyright or other intellectual property right valid in Belgium, MYFORCE will defend the interests of the Client against such a claim in so far as the Client has notified MYFORCE of such claim within 14 days and in writing.
MYFORCE will hereby have the right to be assisted by counselors of its own choice and the Client commits to fully cooperate with these counselors.
If, as a result of an infringement, the Client is prohibited from using the System or any part thereof, MYFORCE will, at its own expense and depending on the circumstances, make the Client the same or similar System or a part thereof that is not considered as infringing, or take back the System against payment of the price paid for it, minus the normally applicable depreciation.

MYFORCE's liability for an infringement of intellectual property rights is explicitly and completely excluded if this infringement results from the use of the Equipment and / or Software with other Equipment or programs designed by others than MYFORCE, changes to the System by the Client or the use of the System in a manner that does not comply with the guidelines published by MYFORCE.

12. Liability

All liability of MYFORCE in the context of this Agreement, and unless otherwise specified, is expressly limited to the liability that is legally imposed, except for explicit commitments made by MYFORCE under the agreement between the Parties, in which case the liability of MYFORCE is limited to repairing the damage caused directly to the Client.
This liability can never exceed the total amount of the fees that MYFORCE has received under the Agreement for the System during the last 12 months with a maximum of EUR 100.000.

MYFORCE is not liable for any material or physical damage, indirect damage (such as all financial or commercial losses and, in particular, the loss of profit, the increase in general costs, the loss of Client or savings, the disruption of the planning and the loss of data or software) or consequential damage suffered by the Client and / or his employees for whatever reason, including (not limited to) a shortcoming, negligence, error or serious error of MYFORCE or its employees or suppliers.

MYFORCE is neither liable for damage caused directly or indirectly by an (other) act of the Client, his employees or a third party, regardless of whether these are caused by an error or negligence, for example (not exhaustively) as a result of a design, setting or manufacturing error to the System or due to non-compliance with the guidelines published by MYFORCE or due to the use of the System for purposes other than those for which the System was made.

Next to, and in addition to Article 7 of the Terms and Conditions, MYFORCE cannot be held liable for delays or defects in the performance of the agreement if these delays or defects are the result of facts or circumstances that are independent of its will, which cannot be foreseen and which cannot be avoided (force majeure), such as (not exhaustively): illness or unavailability of the executing persons, blocking of distribution or the unavailability of certain products. If MYFORCE is affected by a situation of force majeure, it will inform the Client as soon as possible.

MYFORCE disclaims all liability for damage caused by equipment, software, accessories and other products or services supplied by others than MYFORCE. MYFORCE cannot be held liable for any compensation that would be the result of a claim or complaint from a third party directed against the Client, except in case of application of this article.

The provisions of this article are without prejudice to the mandatory provisions of the Law of February 25, 1991 on Liability of Defective Products if this law applies, and to the provisions of this article and all other applicable articles also providing for the limitation or exclusion of MYFORCE's liability under this law.

13. Force Majeure

In the event of Force Majeure and other circumstances beyond the will of one of the Parties and in every other circumstance of such nature that, in reasonableness and fairness, compliance with the MYFORCE agreement cannot be claimed, the execution of the agreement will be postponed, or, if such postponement has lasted for six months, it can be terminated by a registered letter. In case of partially fulfillment by MYFORCE, the Client will have to pay for the part of the total price representing the fulfilled performances.

14. Maintenance

Maintenance of the Equipment as well as the Software is done by MYFORCE on the basis of a separate maintenance agreement between both Parties. The maintenance carried out does not give any entitlement to warranty except in the case of an explicitly deviating and written agreement.

15. Termination of the Agreement

If one of the two Parties fails to fulfill one of the commitments towards the other Party more than thirty days after the notice of default sent by registered letter by the other Party or if one of the Parties is in a state of apparent inability or requests delay of payment or is subject to bankruptcy, judicial settlement, liquidation or any other similar procedure, the other Party has the right to terminate the Agreement immediately and without notice or legal intervention, without prejudice to all other rights granted by this Agreement and by law.

16. Confidentiality and personal data

All information exchanged between MYFORCE and the Client with regard to these Terms and Conditions and the related Agreements will be treated in strict confidence, will not be shared with third parties who are not involved in the implementation and will be used exclusively for the purposes of this Agreement.

MYFORCE undertakes to maintain strict confidentiality with regard to the information received from and about the Client, his employees and any third parties involved.
By placing an order, the Client gives his explicit permission to MYFORCE to process his personal data in regard to the execution of the agreement. In addition, the data provided can also be used for client management, the newsletter, advertising or marketing purposes and statistical information collection about MYFORCE clients.

As the data controller of this processing, MYFORCE respects the General Data Protection Regulation of 24 May 2016 with regard to the protection of privacy in the processing of personal data.

In accordance with this Regulation, the Client has a legal right to inspect and correct his personal data, as well as the right to have his data completely removed. To this end, the Client must submit a written, dated and signed request to MYFORCE, with proof of his identity (copy of identity card).

All personal data obtained and processed will be treated confidentially and will not be passed on to third parties for commercial purposes.

For more information about its privacy policy, MYFORCE refers to its privacy statement, available on the website.

17. Final Provisions

These Terms and Conditions, including annexes and attachments, contain everything that has been agreed between both Parties. Changes and additions are only binding if they have been agreed in writing.
The nihility of any provision of these Terms and Conditions will not have any influence on the validity of the other provisions and will not lead to the nihility of these other provisions. The non-claiming of a right or the non-application of a sanction by MYFORCE in no way implies a waiver of rights.

18. Applicable Law and Competent Courts

The genesis, implementation and interpretation of these Terms and Conditions or of the Agreement between MYFORCE and the Client will be interpreted in accordance with the applicable Belgian law.

In case of disputes, the courts of Leuven are competent, subject to MYFORCE's right to sue the Client in the court of the Client's registered office.

MYFORCE   **The Client: …………….…………………........**

Signature:………………………….…   Signature: .…………..……………………

Name: ……………………………….....   Name: ....………………..…………………….

Title: …………………………………....   Title: ..……………..…..…………………….

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SCHEDULE 2:
SUPPORT AND MAINTENANCE

1.   **Definitions**

"**Fault**": means any defect, bug or error in the Licensed Applications which prevents the Licensed Applications from operating in accordance with the relevant Documentation and/or this Schedule (*Support and Maintenance*).

"**First Level Support**": initial support and maintenance services including the receipt of incoming calls, emails and Fault logs, online collection of basic information (e.g. problem details, error codes, impact, actions taken by the Customer), simple diagnostics and if appropriate application of non-complex, standard remedial action.

"**Maintenance Release**": release of the Licensed Applications that corrects faults, adds functionality or otherwise amends or upgrades the Licensed Applications, but which does not constitute a New Version.

"**Modification**": any Maintenance Release or New Version that is acquired by the Customer.

"**New Version**": any new version of the Licensed Applications which from time to time is publicly marketed and offered for purchase by MyForce in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product.

"**Non-Critical Fault**": any reproducible Fault in the software in question other than a Severity 3 or Severity 4 Fault as defined at paragraph 4.1.

"**Infrastructure**": any computer hardware, firmware, software and communications infrastructure.

"**Optional Services**": any additional services agreed between the parties, including (i) survey scripting (delivery of a survey file to the Customer) (ii) survey hosting (putting a survey on our production platform) (iii) survey analysis (creating report tables from a survey data file) (iv) training (on site or at MyForce's offices) and (v) custom feature development.

"**Response Time**": in relation to a reported Fault, the amount of time taken for MyForce to contact the Customer from the time the relevant Ticket is raised until the time that MyForce responds to the Customer as more particularly set out in the table at paragraph 4.1.

"**Second Level Support**": support & maintenance services other than First Level Support such as advanced diagnostics and problem solving, problem management, software workaround and software solution provision.

"**Supported Software**": has the meaning set out at paragraph 2.1.

"**Target Resolution Time**": the amount of time within which MyForce (or the relevant Third Party Software provider as applicable) aims to resolve a particular Fault or deploy a work-around solution. The Target Resolution Time is measured from the time when the relevant Ticket is raised until the time the Fault has been resolved or the work-around solution is complete. Estimated guideline Target Resolutions Times are set out in the table at paragraph 4.1.

"**Ticket**": a support ticket that describes a request for support or a Fault and that is opened using MyForce's online support platform.

2.   **Supported Software**

2.1   MyForce shall provide the support services described at paragraph 3 below ("**Support Services**") in respect of the Licensed Applications and in accordance with the Agreement.

2.2   MyForce will provide First Level Support and Second Level Support in relation to the Licensed Applications save that in respect of Faults relating to Third Party Software (if any provided) First Level Support and/or Second Level Support may be provided by the Third Party Software provider on behalf of MyForce. In such circumstances support will be provided in accordance with the support and maintenance procedures (including support hours, support locations, severity levels and response and resolution times) determined by the Third Party Software provider and the provisions of this Schedule shall not apply. MyForce will ensure the Customer is made aware of such support and maintenance procedures in a timely manner.

3.   Support Services

3.1   Support will be available Monday to Friday (excluding public holidays in the country where the MyForce support team is located) from 09:00 – 18.00 (CET) ("**Support Hours**").

3.2   Support will be provided from the MyForce office in Merelbeke.

3.3   The Support Services shall comprise:

(a)   An online help desk and telephone support to provide first-line technical support to users of the Supported Software to assist with general enquiries in connection with the Supported Software; and

(b)   Remote diagnosis and, where possible, correction of faults using software management software, more specifically to correct errors, bugs and failures of the Supported Software, deliver resulting Maintenance Releases to the Customer for the Customer to install on its Infrastructure and carry out testing.

3.4   For the avoidance of doubt, the Support Services shall not include carrying out, testing or in any other way supporting the installation of the Licensed Applications or any modifications thereof on the Customer's Infrastructure.

3.5   Unless agreed otherwise as part of any Optional Services selected by the Customer, it shall be the Customer's entire responsibility to ensure that all users are appropriately trained on how to use the Licensed Applications in accordance with MyForce's instructions and to bear any costs associated with such training.

3.6   The Customer may from time to time request MyForce to supply Optional Services at rates to be agreed between the parties. MyForce shall use its reasonable endeavours to comply with the Customer's request, but the Customer acknowledges that MyForce's ability to supply the Optional Services shall depend on the availability of appropriate resources at the time in question.

3.7   Any agreed Optional Services and related fees shall be set out in an Order Form executed in writing between the parties.

4.   Severity Levels

4.1   MyForce will resolve all Faults in respect of the Licensed Applications according to the Severity Levels set out in the table below. Severity Levels shall be as determined by MyForce its entire discretion and will be based upon the information provided at the time the Ticket is raised. If the Customer is not satisfied by MyForce's classification of the Severity Level, then the Customer should discuss the matter with MyForce's Head of Support.

Severity Level	Business Impact/Description	Response Time	Target Resolution Time
Severity 1 (Normal: Normal Support issue)	Minor anomalies in the software operation which have no discernible impact on the customer's operations, and/or routine customer requests concerning the operation or features of the software or its documentation. E.g.: Need for operational assistance or advice Request for a user license access code	*[24 business hours]*	*[10 business days]*
Severity 2 (High Priority: Request high priority support action due to non-critical software operational impact)	Software functionality is limited to some degree. However, the loss of functionality has only minimal impact on the customer's operations, it does not prevent the usage of the software or a work-around solution exists which minimizes the operational impact of the problem. E.g.: Occasional system problem Issues with scripting or data processing or data manipulation environment (when using CTScript or Orbit, for example) Monitoring issues or isolated issues	*[12 business hours]*	*[10 business days]*
Severity 3 (Urgent: Request urgent action due to critical software operational impact)	A major function in the normal operation of the software has become unusable or there is intermittent failure. Software functionality is limited to the degree that critical business processes are impacted, and a workaround solution is not readily available. E.g.: Loss of some functionality. Moderate degradation in performance or functionality	*[12 business hours]*	*[5 business days]*
Severity 4 (Immediate: Request immediate action due to severe	Software environment defect causes complete loss of service and business cannot continue. The outage terminates the operation of the software, or a major function of normal operation has become unusable and there is no work around available.	*[5 business hours]*	*[3 business days]*

operational impact (loss of system availability))	E.g.: Software crashes repeatedly: critical functionality is not available or the application cannot continue because a vital feature is not functioning System hangs indefinitely or there is severe performance degradation, causing unreasonable wait times for resources or a response as if the system is hanging		

5.   **Fault Reporting and Resolution Procedures**

5.1   The procedure for reporting and resolving a Fault are as set out below.

5.2   To report a Fault, the individual logging the Fault must:

(a)   be authorised to use the Licensed Applications under the Agreement and have previously completed training as instructed by MyForce in relation to use of MyForce's online support platform;

(b)   log the Fault on MyForce's online support platform in accordance with any instructions provided by MyForce from time to time. This will cause a Ticket to be opened and an automated response will be sent within 2 Business Hours to confirm the Fault has been logged.

5.3   Once the Fault has been reported, MyForce will:

(a)   determine the Severity Level applicable to the Fault and confirm this to the Customer;

(b)   use all reasonable endeavours to respond within the Response Time in accordance with the table at paragraph 4.1 above;

(c)   provide an estimate of the Target Resolution Time to the Customer;

(d)   assign resources to correct the Fault within the Target Resolution Time and will keep the Customer informed of its progress, including the steps taken and expected time for resolution. Whilst MyForce will use commercially reasonable endeavours to correct any Fault within the Target Resolution Time provided, and in any event in an expeditious manner, the Customer acknowledges that the attainment of such Target Resolution Time will depend on the amount of development work required in relation to the particular Fault.

5.4   General questions about software usage which are not Faults falling within the Severity Level classifications set in the table at paragraph 4.1, may be submitted in accordance with paragraph 5.1. However MyForce does not guarantee a response to such questions within any particular time frame.

5.5   MyForce may in its entire discretion opt to provide a suitable workaround solution rather than correcting the Fault to enable the Customer's continued use of the Licensed Applications or to enable use that is as close to normal as is possible under the prevailing circumstances.

5.6   Where a Non-Critical Fault is to be corrected in a forthcoming Modification, then for a reasonable period before the issue of such Modification, the Supplier may in its entire discretion decline to provide assistance in respect of that Non-Critical Fault.

5.7   MyForce shall be under no obligation to provide Support Services in respect of:

(a)   problems resulting from any modifications or customisation of the Licensed Applications not made by or authorised in writing by MyForce;

(b)   any software other than the Licensed Applications;

(c)   incorrect or unauthorised use of the Licensed Applications or operator error where these are defined

as use or operation not in accordance with the Documentation;

(d)   save as otherwise agreed, any fault in computer hardware;

(e)   any Infrastructure used in conjunction with the Licensed Applications not provided by MyForce or its third party suppliers;

(f)   use of the elements of the Licensed Applications in any combination other than those specified in the Documentation;

(g)   use of the Licensed Applications with computer hardware, operating systems or other supporting software other than those specified in the Documentation

5.8   The Customer shall:

(a)   co-operate with MyForce and its selected third party partners, if applicable, in performing the Support Services and provide any assistance, information or access to systems, facilities and personnel as may reasonably be required, including in relation to the diagnosis of any faults;

(b)   report faults promptly to MyForce; and

(c)   keep full backup copies of all of its data.

6.   Maintenance Releases and New Versions

6.1   MyForce shall update the Licensed Applications as follows:

(a)   MyForce shall issue Modifications of the Licensed Applications as and when required and in whatever form (including by way of a local fix or patch or a temporary by-pass solution) in MyForce's absolute discretion;

(b)   for the avoidance of doubt, the cost of providing such Modifications is included in the Fees however MyForce reserves the right to charge sums in addition to the Fees in respect of the licence of any New Version based on MyForce's then current price list; and

(c)   once any Modification has been installed by the Customer, the Customer shall return all copies of the software or any part of the software which is superseded by that Modification.

6.2   In relation to Maintenance Releases, the Customer agrees to install all Maintenance Releases within one month of MyForce notifying the Customer that the Maintenance Release is available. If after this time, the Customer has failed to install the Maintenance Release then MyForce may terminate the Support Services in respect of the relevant Licensed Application with immediate effect.

6.3   In relation to New Versions, if MyForce has released two (2) New Versions since the version which forms part of the Licensed Application supported by MyForce, and the Customer has not, within one (1) month of MyForce having notified it that a New Version is available, acquired and installed that New Version, MyForce may terminate the Support Services in respect of such Licensed Application by giving one (1) month's written notice at any time after the expiry of such period. Note that release cycles may vary depending on the whether the Customer has opted to purchase a particular Licensed Application based on a long-term support release or not.

6.4   Notwithstanding the above, MyForce nor MyForce shall have any obligation to provide Support Services in respect of any version of a Licensed Application if the version has reached its end of life as determined by MyForce in its absolute discretion, in which case you must either agree to acquire and install the New Version or MyForce may terminate the Support Services in respect of such Licensed Application with immediate effect.