

ACL Support Terms

These ACL Support Terms (the "Support Terms") apply to the support services provided by **ACL Services Ltd.** of 1550 Alberni Street, Vancouver, British Columbia, Canada, V6G 1A5 and its affiliates ("ACL") to you (either a single entity or government organization, referred to as "you" or "your") for the software licensed under the applicable ACL software license agreement (the "Software"). By purchasing and using the ACL support services ("Support"), you agree to be bound by these Support Terms.

1. Support Services

- 1.1 If you have purchased support for the Software, ACL will provide Support at the service level you have purchased. Support will be provided to your employees or contractors who are authorized to use the Software. If you have purchased Support from an ACL authorized distributor, some of the Support services may be provided by the distributor on terms agreed upon between you and the distributor.
- 1.2 Support consists of: (a) technical support assistance via telephone, email, fax or website to answer queries concerning the use, operation or business functionality of the Software; (b) new releases of the Software, when they become commercially available; (c) online access to resources and information regarding the Software and its use; and (d) ACL's customer newsletter. A description of Support is posted on ACL's web site: www.acl.com and may be amended and updated by ACL from time to time. Software provided as part of Support is licensed to you under the applicable Software license agreement.
- 1.3 ACL may also make available to you as part of Support, access to third party sites and information that are subject to third party terms and conditions. The access to the third party websites is optional and will be made clear to you so that you will have an opportunity to access or not access such third party websites and information.
- 1.4 Support is provided for the most current major version of the Software (i.e. 9.x) and the immediately prior major version (i.e. 8.x). These Support Terms do not impose any obligation on ACL to release new or updated versions of the Software. Support does not include the development or support of any customized applications for the Software. Support will not be provided if you are using the Software in a manner which breaches the terms of the applicable Software license agreement.
- 1.5 You must purchase Support at the same service level for all licenses within a specific platform and you must purchase Support for all Software you have licensed from ACL. If you determine that you are not using all your Software licenses, you may elect to suspend some of the licenses in order to acquire Support for all the licenses actually in use. If at a later time you wish to reinstate such suspended Software licenses, a Support reinstatement fee will be charged. [Read about suspension and reinstatement.](#)

2. Fees

- 2.1 Support fees will be charged at the current list price and will be invoiced by and payable to the ACL office or distributor in your region. You agree to pay the applicable Support fee plus any taxes, duties or other governmental fees that may apply in your territory.

3. Term and Renewal

- 3.1 Support is provided on an annual basis for a 12 month term commencing on the date indicated in the order form, or during such other term as the parties may agree in writing. If you have previously acquired Software licenses, for consistency, the term will be adjusted so that it will be the same term for the newly acquired and existing licenses, and Support fees may be pro-rated accordingly.
- 3.2 You may elect to auto-renew Support. If you elect to auto-renew Support, ACL will automatically invoice the Support fees and send the invoice to you annually, based on the Software you have currently licensed. Your agreement to auto-renew Support will be effective until you notify ACL otherwise. If you do not elect to auto-renew Support, ACL will provide a quote that requires your validation before invoicing the Support fees annually.
- 3.3 In order to renew Support, you are required to pay the applicable Support fee for the renewal term. If you do not pay the Support fee for the renewal term by the Support term expiry date, Support will terminate without further notice from ACL.



If this occurs, you may purchase Support at a later date for the same Software licenses by paying Support reinstatement fees.

- 3.4 In addition to the option set out in Section 3.3 above, either party may choose not to renew Support by providing written notice to the other party prior to the expiry of the Support term. In ACL's case, notice must be provided to you at least ninety (90) days prior to the end of the current term.

4. Termination

- 4.1 You may terminate Support immediately if ACL: (a) is in breach of its confidentiality obligations under these Support Terms or (b) becomes insolvent or bankrupt, becomes the subject of any proceedings under bankruptcy, insolvency or debtor's relief law, has a receiver or manager appointed, makes an assignment for the benefit of creditors or takes the benefit of any applicable law or statute in force for the winding up or liquidation of corporations.
- 4.2 Either party may terminate Support if the other party is in material breach of these Support Terms or the applicable Software license agreement and such breach has not been cured within thirty (30) days of the provision of notice of such breach. For clarity, a material breach includes, but is not limited to, a failure to make any payment due under these Support Terms or failure by either party in any material respect to observe or perform any covenant or condition that the party is required to observe or perform.
- 4.3 The provisions of Sections 4, 5, 7 and 8, and the obligations of the parties pursuant to such provisions will survive the termination of these Support Terms.

5. Confidentiality

- 5.1 For the purposes of these Support Terms, "Confidential Information" means any information which is not generally available to or used by third parties and that is disclosed by one party to the other party in the course of providing Support to you. Confidential Information includes, but is not limited to, the parties' business information, customer information, trade secrets, and personal information of the parties' employees and customers, but it does not include any information that is disclosed by one party to another party if that information: (a) is at the time of disclosure in the possession of the receiving party or any of its parent, subsidiary or affiliated companies and was obtained without an obligation of confidence; (b) is independently developed by the receiving party or any of its parent, subsidiary or affiliated companies without any use of or reference to the Confidential Information; (c) is or becomes publicly available without breach of these Support Terms or breach of any obligation of confidence; (d) is acquired by the receiving party from a third party who provided the information without breaking any express or implied obligations or duties to the disclosing party; or (e) is intentionally released for disclosure by the disclosing party or with the disclosing party's prior written consent.
- 5.2 Each party will take all reasonable steps to maintain the confidentiality of the other party's Confidential Information. Except as required by law or a valid court order and subject to the receiving party informing the disclosing party of such legal requirement, the receiving party will only divulge such Confidential Information to those employees or agents who need to know in order to perform their obligations under these Support Terms. The receiving party will ensure that those people who need to know the Confidential Information agree to maintain the confidentiality of such Confidential Information.

6. Data Security

- 6.1 You agree to comply with your own privacy and data security policies prior to disclosing or transmitting any Confidential Information (in particular, personal information) to ACL and that you will not send any Confidential Information unless absolutely necessary. If you elect to electronically transmit any Confidential Information to ACL, you acknowledge that the electronic transmission of any Confidential Information is sent at your own risk. You further agree to adopt reasonable security measures (such as, sending information in a secure encrypted manner and masking the data) when sending the Confidential Information.

7. Limitation of Liability

- 7.1 ACL, ITS AFFILIATES AND DISTRIBUTORS (INCLUDING THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, LICENSORS AND CONSULTANTS) WILL NOT BE LIABLE TO YOU UNDER ANY CIRCUMSTANCES OR LEGAL THEORY (CONTRACT, TORT OR OTHERWISE) FOR: (A) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST DATA, ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE AND/OR ANY SUPPORT SERVICES PROVIDED BY ACL AND ITS DISTRIBUTORS UNDER THESE SUPPORT TERMS, EVEN IF ACL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) ANY DAMAGES OF ANY KIND (WHETHER DIRECT OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH THESE SUPPORT TERMS WITH AN AGGREGATE VALUE GREATER THAN THE TOTAL SUPPORT FEE PAID BY YOU DURING THE TERM IN WHICH THE LIABILITY AROSE.
- 7.2 THIS LIMITATION OF LIABILITY WILL NOT APPLY TO THE OBLIGATIONS OF CONFIDENTIALITY PROVIDED UNDER THESE SUPPORT TERMS OR TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION.
- 7.3 SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN WHICH CASE PORTIONS OF THE FOREGOING LIMITATION AND EXCLUSION PROVISIONS MAY NOT APPLY TO YOU.

8. General

- 8.1 These Support Terms are governed by, and will be construed in accordance with, the laws of the Province of British Columbia and the applicable federal laws of Canada and the parties submit to the jurisdiction of the courts of British Columbia, Canada.
- 8.2 Neither party will be liable to the other for any delays in performing or failing to perform any obligation under these Support Terms in the event of and for so long as the performance of any such obligation is prevented or delayed by any cause beyond the reasonable control of such party (which expressly excludes a lack of sufficient funds) provided that the party prevented or delayed from performance immediately notifies the other party of such disability and resumes performance as soon as possible following removal of the disability.
- 8.3 If any provision of these Support Terms is prohibited by law or declared invalid, illegal or unenforceable, then such provision will be severed and all other terms of these Support Terms will remain in full force and effect. A waiver by either party of any rights in respect to any breach of these Support Terms by the other party will not be effective unless communicated in writing to the other party. Any such waiver will not constitute a waiver of any rights in respect to any subsequent breach of the same or any other provision of these Support Terms.
- 8.4 ACL may assign its rights under these Support Terms upon giving prior notice to you, provided the assignee agrees to be bound by all of these Support Terms. ACL will not be in breach of the confidentiality provisions of these Support Terms by reason of such assignment. You may not assign any of its rights under these Support Terms without the prior written consent of ACL. The rights and obligations under these Support Terms will enure to the benefit of and be binding upon the parties and their respective legal representatives, successors, executors, heirs and permitted assigns.
- 8.5 These Support Terms and ACL's order form, set out the whole of ACL's obligations to you for the provision of Support and supersede any prior discussions or agreements, oral or written, between the parties. The terms of your purchase order or any other of your ordering documents will not be binding and will not be construed to modify these Support Terms.
- 8.6 In the event of any conflict or ambiguity between the English language version and any other language version of these Support Terms, the English language version will prevail.

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