



CLIENT SUPPORT AGREEMENT

SUPPORT FOR SERVICES

For any entity ("Subscriber") that has purchased services ("Services") under an applicable Firm58 Order Form, the following sets forth the terms, conditions, and procedures under which support ("Support") will be provided to Subscriber for Firm58's proprietary Services unless otherwise provided in an applicable Order Form.

1. GENERAL

Scope. Support will consist of: (i) reasonable telephone support; (ii) correction of errors to keep the Services in conformance with the applicable user documentation; and (iii) any enhancements provided by Firm58 to its general Subscriber base subscribing to Services. Support will not include: (i) Deployment Services as outlined separately in your Master Agreement; (ii) consultation, error correction, or research with respect to Subscriber-created information; and (iii) any other separately priced services Firm58 does not generally provide as part of Support.

2. SUBSCRIBER SUPPORT

Technical Support. Subscriber will have access to Firm58's technical support personnel ("Technical Support") during normal business hours. Public holidays are recognized and considered to be non-business days. For the purposes of this Support Agreement, public holidays and normal business hours are defined below. Communications with Technical Support may be via telephone or e-mail. Firm58 provides a single point of contact that routes requests/problems to the appropriate Technical Support. In addition to the support obligations listed above, Firm58 shall provide telephone support twenty (24) hours a day, seven (7) days a week for Severity 1 level issues as defined in Section 4 below.

Firm58 Support Center

Location: Chicago, Illinois USA

Hours of operation: M-F 6:00AM-6:00PM CST

Phone: 866 429.7032

Email: support@Firm58.com

URL: http://www.firm58.com/contact_us

Public Holidays Recognized

New Year's Day, Martin Luther King's Birthday,

President's Day, Good Friday, Memorial Day,

Independence Day, Labor Day,

Thanksgiving Day, Christmas Day

3. SEVERITY LEVELS.

Technical Support shall prioritize problems/requests according to the severity levels set forth below. Firm58 will respond according to the Response Specifications set forth in Section 5 below with respect to the severity level assigned to the problem:

Severity 1: Critical

The Service is not working at all, a significant function of the Services is not properly working, or a significant number of users are unable to access or use business critical functionality and a work-around is not available. There is or, if the problem is not promptly remedied, is likely to be a significant impact to the core business.

Severity 2: Serious

Functionality of the Service is impaired or some users are unable to access or use business critical functionality however a work-around is available. There is some impact to the core business.

Severity 3: Minor

The Services do not incur an error and allow Subscriber to function normal business operations; however, Subscriber inquiries about existing documentation, training, or standard use of the Services.

4. RESPONSE TIMES.*

Severity 1: Critical

Firm58 will respond to and will commence efforts to fix problems immediately. Firm58 will commit resources and use its best efforts to provide an acceptable work-around within forty-eight (48) hours, and will use its best effort to provide a permanent fix for the problem no later than five (5) business days after the report of such problem.

Severity 2: Serious

Firm58 will respond to and will commence efforts to fix problems no later than four (4) business hours after the report of such problem. Firm58 will use reasonable efforts to fix problems and provide an acceptable work-around within five (5) business days. Firm 58 will use its best effort to provide a permanent fix of the problem no later than thirty (30) days after the report of such problem.

Severity 3: Minor

Firm58 will acknowledge any such inquiry within eight (8) business hours and will work within normal business hours to address and resolve Subscriber's inquiry within ninety (90) days.

* Response times are calculated once a problem has been reported to Firm58 Technical Support by the Subscriber.

5. RESPONSE SPECIFICATIONS.

The severity level of the problems reported by Subscriber shall be determined by Firm58, in its reasonable discretion. Firm58 will resolve each reported error or issue with the Services by providing: (i) an object code patch to the Services or other permanent fix as necessary; or (ii) a mutually acceptable reasonable workaround for the error or issue; or, if either (i) or (ii) are not reasonably practicable, a specific action plan regarding how Firm58 intends to address the reported error or issue and an estimate on how long it

may take to correct or workaround the error or issue. Subscriber agrees to use commercially reasonable efforts to assist and provide information to Firm58 as required to resolve errors or issues with the Services reported by Subscriber. In the event Firm58 fails to meet its obligations under this Section, Firm58 will provide a root cause analysis including definition, corrections and process improvement plan. If a permanent repair cannot be made, a temporary resolution (bypass and recovery) will be implemented to the extent possible.

6. FIRM58 ISSUES.

Support covers any issue or problem that is the result of a verifiable, replicable error (Firm58 will use all reasonable means to verify and replicate) in the Services ("Verifiable Firm58 Issue"). An error will be a Verifiable Firm58 Issue only if it constitutes a material failure by the Services to function in accordance with the applicable documentation or specifications. If Technical Support determines that Subscriber's problem is not caused by Firm58 or its systems, equipment, or software, or is otherwise outside Firm58's reasonable control, Firm58 is not obligated to provide support under this Agreement. Nevertheless, Firm58 will, if possible, offer suggestions as to how Subscriber can remedy the problem.

7. ADDITIONAL SUPPORT.

Technical Support may also determine that Subscriber's request is a request for additional support ("Additional Support"). Additional Support is any assistance not covered above. Examples of Additional Support include substantive questions regarding data or results, requests for updating or maintaining Subscriber information, requests for customization, specialized training regarding use of the Services, custom documentation, and deployment. If Firm58 believes that it can appropriately and effectively provide the requested Additional Support, if requested by Subscriber, Firm58 will do so at its then-current rates upon its standard terms for such services, and pursuant to such terms as the parties shall agree in writing.

8. SUBSCRIBER'S RESPONSIBILITIES.

- a. Subscriber shall be responsible for handling all cases related to supporting the Subscriber's own user's understanding of the application functionality and information accessed through Firm58 Services.
- b. Subscriber shall be responsible for maintaining Subscriber's information in the Firm58 Service.
- c. Subscriber's designated representative(s) on the Order Form or Master Agreement ("Representative(s)") shall initiate all requests for Support. The Representative(s) must be trained, qualified and authorized to communicate all necessary information, perform or have performed diagnostic testing under the direction of the Firm58 Technical Support.
- d. Support provided pursuant to this Support Agreement does not cover compatibility problems between the Services and any other application software not maintained or supported by Firm58.

9. FIRM58 MAINTENANCE AND OUTAGE NOTIFICATION.

Firm58 typically schedules outages during non-trading hours on Friday evenings and weekends. Firm58 will notify Subscribers of any planned outages forty-eight (48) hours before any scheduled downtime. Firm58 will notify Subscriber of any emergency outages as soon as information about such unplanned event becomes available. Finally, Firm58 will notify Subscribers about major application upgrades and provide a list of applicable changes.

10. SUBMITTING A REQUEST/GETTING AN ANSWER.

At the time of Subscribers initial call or e-mail, please be prepared to provide:

- a. Subscriber name, company name and Services Subscriber are using
- b. Telephone number and alternate method of contact (i.e. a pager number or email address)
- c. A concise description of Subscriber problem or question
- d. The circumstances under which the problem does or does not occur
- e. Specific error messages, error numbers and program numbers

For new cases a Firm58 Technical Support specialist will use this process to assist Subscriber with a new case (problem):

- a. Document the supplied information
- b. Document Subscriber questions or issues (symptom and function in which it occurs) and provide Subscriber with a case number to track resolution
- c. Answer Subscriber questions or have Subscriber run tests to further identify and isolate the problem
- d. Research the problem and provide resolution within the response times set forth above in section 3

11. RESOURCE ALLOCATION.

In the event of multiple problems, resources shall be allocated in accordance with Section 3 & 4 above.

12. LIMITATION.

This Client Support Agreement in its entirety states Subscriber's sole and exclusive remedies with respect to support of any Service.