

AMENDMENT  
TO  
SOFTWARE LICENSE AGREEMENT

THIS AMENDMENT ("Amendment") dated the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ to the Software License Agreement dated \_\_\_\_\_, \_\_\_\_ ("License Agreement") is by and between BCC Software, LLC ("Licensor") and \_\_\_\_\_ ("Licensee").

Licensor and Licensee desire to amend the terms and conditions of the License Agreement to accommodate addition of Premium 24/7 Support.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The License Agreement shall be amended by adding the following:

**Premium 24/7 Support:**

Premium 24/7 Support services are available for an additional charge and consist of the following provisions. Defined terms not defined herein shall have the same meaning set forth in the License Agreement:

- (a) **Period of Coverage:** Licensor's Non-Business Hours (7:00 PM until 8:00 AM – EST Monday through Friday and 24 hours Saturday and Sunday) during the License Term.
- (b) **Problem Reporting:** Upon discovering a Critical Defect which renders Licensee unable to continue its business operations during the term of this agreement, Licensee shall report such Critical Defect to Licensor by calling a dedicated toll-free 24/7 support number.
- (c) **Telephone Support:** Within ninety (90) minutes after receiving a report of such a Critical Defect, Licensor shall commence Critical Defect troubleshooting by providing telephone support in the form of consultations, assistance and advice concerning use of the Software and correction of the Critical Defect.
- (d) **Correction efforts:** If such Critical Defect is not corrected through Telephone Support, Licensor will conduct tests and analyses designed to reproduce, isolate and correct the Critical Defect upon receipt of information and data from Licensee sufficient to replicate the Critical Defect.
- (e) **Additional efforts:** If Licensor is unable to correct such Critical Defect within a reasonable time after the steps have been taken described in subparagraphs (b) through (d) above, Licensor shall implement work-around processes designed to minimize the impact of the Critical Defect.
- (f) **Charges:** In the event it is determined that any such reported Critical Defect did not render Licensee unable to continue its business operations during such day, in addition to any other fees payable hereunder Licensee shall be charged at Licensor's then-current rates for Licensor's Non-Business Hours required for the correction of such reported Defect.

2. All other terms and conditions of the License Agreement not amended hereby remain unchanged and in full force and effect. The parties affirm and ratify the terms and conditions of the License Agreement except to the extent modified or amended in this Amendment.

IN WITNESS WHEREOF, the parties have caused their authorized officers to execute this Amendment on the date set forth above.

BCC Software, LLC

Licensee:

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_