

RM2000 and RMA Terms and Conditions for 2012 Support Plans

1. 2012 Advantage Service Plan

Customers who purchase either Advantage Gold or Advantage Platinum Plans will receive new versions, software updates and documentation as they become available. You may choose to pay on a quarterly or annual basis. For Annual you will be billed approximately 45 days before your anniversary date for the plan you requested. Payment is due 30 days from the date of the invoice. For Quarterly you will be billed approximately 45 days before your quarterly payment is due. Payment is due 45 days from the date of the invoice. Failure to pay will result in an additional re-instatement fee plus the cost of the plan. ARS reserves the right to withhold technical support from customers that choose not to be on the current version. Customers that choose not to purchase an ASP will not receive the benefits.

2. Anniversary Date

All service plans are 12-month agreements. This anniversary date is the month closest to a quarterly period. For example, depending upon when you purchase the package or sign up for the program, your anniversary date will be January 1, April 1, July 1 or October 1 of each year. All support hours expire at the end of each plan year.

3. Credit Terms

For all Advantage plan renewals, payment for the annual fee is due by your anniversary date. For additional support, custom programming and other services, payment terms are Net 30 days from the invoice date. A late charge of \$35.00 per month may apply if your support plan invoice is not paid in full within the payment terms. Late payments may also result in a service hold being placed on your account. For customers who consistently pay late, have returned checks or other payment problems, then COD terms may be required. You may use your credit card to pay your account or use checks drawn on US banks.

4. Standard Support Hours

Standard Support Hours (SSH) for Advantage Support PLUS members are from 6:00am to 5:00pm Pacific Time, excluding occasional downtime for systems and server maintenance, company events, observed U.S. holidays, and events beyond our control.

5. After Hour Support Rate

After hours support is provided to customers on the Advantage SupportPLUS/24 support plan only. There is a surcharge of \$40 per hour for this service in addition to usually support fees. Customers not on the Advantage SupportPLUS/24 plan will be called back during normal business hours.

6. Response Time

Advantage SupportPlus standard support response is 8 working hours. Many times we are able to reply much quicker than our commitment. For Advantage SupportPLUS/24 customers, your commitment is 4 hours and we always answer your calls as a priority.

7. Expired Plans & Renewals

If your service plan expires, the following terms will apply. You will automatically be placed on the "On Demand Plan". If it has been less than one year since your last anniversary date, you may renew your plan by choosing between our Gold and Platinum Advantage plans and pay a pro-rated fee and any delayed registration charges that may apply. Plans can only be paid for annually or quarterly.

8. Cancellation Fee

This agreement is good for one year. If you choose to cancel a service plan before the plan has expired you are subject to a cancellation fee. Cancellation fees are 50% of the base cost of your chosen plan.

9. Effective Rates

The rates and terms shown are for the service year of 2012. Features and rates for subsequent years are subject to change. We will announce our rates and plans for the following year in the last quarter of the calendar year. Agreements are renewable on an annual basis. The rates may change according to the SAB recommendations, inflation, etc.

10. Modifications to Agreement

Except as otherwise provided in this agreement, the purchasing party agrees, during the term of service, that ARS may: (1) revise the terms and conditions of this agreement; and/or (2) change part of the services provided under this agreement at any time. Any such revision or change will be binding and effective immediately.