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b. *Timing of Response.* Aimware will use reasonable efforts to respond within one (1) business day after Aimware has received the request for assistance with any Error, and will seek to respond sooner to Errors that Aimware deems critical or serious.

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d. *Subsequent Releases.* Aimware shall use reasonable efforts to remove reported Errors from subsequent Releases of the Software.

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f. *Help Desk Support.* Licensee’s Support Contact may call Aimware’s Technical Support Team, which will be staffed by personnel qualified to render advice relating to the use of Software. The Aimware support personnel will provide reasonable assistance and advice to Licensee in utilizing the Software.

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h. *Provider of Support Services.* Aimware may provide Support Services by itself or (wholly or in part) by means of a Designated Support Provider, at Aimware's sole discretion. If Aimware so directs, Licensee will direct its requests for Support Services to a Designated Support Provider.

i. *Changes in Support Services.* Aimware reserves the right to modify the Support Services by providing no less than 30 days written notice; provided, that Aimware may not materially reduce its level of Support Services for the current annual period for which Licensee has prepaid. Licensee shall not be entitled to Support Services if it fails to pay the applicable Support Fee.

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- iv. Errors that do not materially impair or affect the operation of the Software.
- v. Software used on a computer system other than that for which it is intended as stated in the applicable documentation.

11 Support Fees.

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b. *Reinstatement of Support.* If Licensee fails to pay the Support Fees, and Aimware's obligations hereunder under this EULA are discharged, Aimware may, in its discretion, reinstate Support Services upon Licensee's payment of the then applicable reinstatement fee.

12. Licensee Responsibilities. Licensee agrees to use the Help-Desk Support Services under this EULA only if the Software fails to work as set forth in the documentation or when the documentation is unclear. Licensee agrees to furnish descriptions of Errors in the form requested by Aimware's Support Services staff. Licensee also agrees to assist Aimware's efforts to duplicate a reported Error. Licensee agrees to make back-up copies of all data and to use reasonable anti-virus protections measures.

13. Customer Modifications. Any custom modifications or applications for the Software that Aimware may supply are provided "AS IS" and are not included within Support Services; provided, that all damage and remedy limitations and exclusions under this EULA will apply.

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