

ARTOFTTEST, INC.

WEBAII FRAMEWORK PREMIER SUPPORT WITH
DEVELOPER ACCESS AGREEMENT

ArtOfTest, Inc. ("ArtOfTest") will provide the Support Services listed below for the WebAii Framework and the contacts ("Designated Contacts") named by Customer when purchasing this support agreement.

1. SUPPORT

ArtOfTest will establish and maintain an organization and process to provide support for the WebAii Framework to the Customer. Support shall include (i) diagnosis of problems or performance deficiencies of the WebAii Framework, (ii) a resolution of the problem or performance deficiencies of the WebAii Framework, (iii) WebAii framework developer access for issues or help with specific sections of customer code. This includes a Customer needing WebAii Framework code samples for given test automation scenarios and (iv) early private builds for identified feature bugs and planned features. ArtOfTest will provide a Premier Support Online ticket system available seven (7) days a week, twenty-four (24) hours a day.

ArtOfTest will use its best efforts to cure, as described below, reported and reproducible errors in the WebAii Framework. ArtOfTest utilizes the following four (4) severity levels to categorize reported problems:

SEVERITY 1 CRITICAL BUSINESS IMPACT

The impact of the reported deficiency is such that the customer is unable to either use the WebAii Framework or reasonably continue work using the WebAii Framework. ArtOfTest will commence work on resolving the deficiency within eight (8) hours of notification and will engage staff during business hours until an acceptable resolution is achieved.

SEVERITY 2 SIGNIFICANT BUSINESS IMPACT

Important features of the WebAii Framework are not working properly and there are no acceptable, alternative solutions. While other areas of the WebAii Framework are not impacted, the reported deficiency has created a significant, negative impact on the Customer's productivity or service level. ArtOfTest will commence work on resolving the deficiency within twelve (12) hours of notification and will engage staff during business hours until an acceptable resolution is achieved.

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SEVERITY 3 SOME BUSINESS IMPACT

Important features of the WebAii Framework are unavailable, but an alternative solution is available or non-essential features of the WebAii Framework are unavailable with no alternative solution. The customer impact, regardless of product usage, is minimal loss of operational functionality or implementation resources. ArtOfTest will commence work on resolving the deficiency within three (3) business days of notification and will engage staff during business hours until an acceptable resolution is achieved.

SEVERITY 4 MINIMAL BUSINESS IMPACT

Customer submits a WebAii Framework information request, software enhancement or documentation clarification which has no operational impact. The implementation or use of the WebAii Framework by the Customer is continuing and there is no negative impact on productivity. ArtOfTest will provide an initial response regarding the request within one (1) business week.

2. MAINTENANCE

During the term of this agreement, ArtOfTest will provide the Customer with copyrighted patches, updates and private builds of the WebAii Framework along with other generally available technical material. All patches, updates, and private builds shall be subject to the license agreement related to the WebAii Framework.

3. WARRANTY

ArtOfTest will undertake all reasonable efforts to provide technical assistance under this agreement and to rectify or provide solutions to problems where the WebAii Framework does not function as described in the WebAii Framework documentation, but ArtOfTest does not guarantee that the problems will be solved or that any item will be error-free. This agreement is only applicable to ArtOfTest Software running under the certified environments specified in the release notes for that product. ArtOfTest will provide the Customer with substantially the same level of service throughout the term of this agreement. ArtOfTest may from time to time, however, discontinue Software products or versions and stop supporting Software products or versions one year after discontinuance, or otherwise discontinue any support service. THE FOLLOWING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES,

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CONDITIONS OR PROMISES TO CUSTOMER OR ANY THIRD PARTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING BY STATUE, LAW, COURSE OF DEALING, CUSTOM AND PRACTICE OR TRADE USAGE. EXCEPT AS PROVIDED ABOVE, THE SERVICES AND MAINTENANCE ARE PROVIDES "AS IS". ArtOfTest is not liable for incidental, special or consequential damages for any reason (including loss of data or other business or property damage), even if foreseeable or if Customer has advised of such a claim. ArtOfTest's liability shall not exceed the fees that Customer has paid under this agreement. Customer agrees that the pricing for the services would be substantially higher but for these limitations.

4. TERM

This agreement shall start on the Effective Date stated below. This agreement shall run for a period of one (1) year from the Effective Date and can optionally be renewed by customer with written or online purchase prior to the anniversary date of the Effective Date. Payment for each renewal term shall be due on the renewal date at the current rates for support of the Software. This agreement may be terminated for non-payment or material breach. Fees paid or due are non-refundable unless ArtOfTest has materially breached this agreement and has failed to cure the breach after 30 days written notice. The refund will be pro-rated according to the remaining agreement period.

5. GENERAL

(a) Each party acknowledges that it has read this Agreement; they understand the agreement and agree to be bound by its terms. Further, both parties agree that this is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties. The WebAii Framework and the use thereof is subject to the license agreement related to the WebAii Framework.

(b) Times by which ArtOfTest will perform under this agreement shall be postponed automatically to the extent that we are prevented from meeting them by causes beyond reasonable control.

(c) This agreement and performance hereunder shall be governed by the laws of the State of Texas. Venue shall be in Travis County, Texas.

(d) No action, regardless of form, arising out of this Agreement may be brought by Customer more than two (2) years after the cause of action has arisen.

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(e) If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent, deemed to be omitted.

(f) Customer may not assign or sub-license without the prior written consent of ArtOfTest, Customer's rights, duties or obligations under this Agreement to any person or entity, in whole or in part. A sale of substantially all of Licensee's assets to a third party or any transfer of more than 50% of the voting stock of Licensee to a third party shall not constitute an assignment under this license.

(g) The prevailing party in any action related to this agreement shall have the right to recover its reasonable expenses including attorney's fees.

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