

**SMART PROCESSES**

**SOFTWARE LICENCE**

**MAINTENANCE & SUPPORT AGREEMENT**

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- 1) If Customer desires any Software Changes, Customer may notify SMART PROCESSES by sending a Change Request. SMART PROCESSES shall without undue delay submit to Customer a Change Proposal including a functional description, a quotation and estimated delivery date. In such Change Proposal SMART PROCESSES shall show and account if and in what amount the Software Change is subject to an increase of the Annual Maintenance Fee.
- (2) If Customer decides to accept the Change Proposal, Customer shall transmit to SMART PROCESSES Customer's Change Acceptance and SMART PROCESSES shall deliver such change.
- (3) Customer shall, following delivery of the change, test the change to ensure it performs in accordance with the Change Proposal.
- (4) Changes requested by Customer which represent a partial or full withdrawal of a previously Implemented Software Change or the re-instatement of the situation existing before a previously implemented Software Change shall be considered as additional Software Changes, except if the reason of the change is due to SMART PROCESSES's fault in understanding Customer's unambiguous request.
- (5) SMART PROCESSES will be responsible for the installation of Change Requests in the test environment and the production environment as well, if Customer orders such optional services
- (6) With each Software Change SMART PROCESSES will deliver Release Notes describing the installation and the functionality of the Change.

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