

# Annual Support Agreement

This agreement is entered into between the Pan American Health Organization ("PAHO") and \_\_\_\_\_, pursuant to the Proprietary Software License Agreement dated \_\_\_\_\_ (the "Software License Agreement") between the Parties as follows:

1. **Term.** This Agreement enters into effect on the date of signature by both Parties (the "Effective Date") and will be valid for the period of one year following the Initial Support Period as specified in Section 2.3 of the Software License Agreement.
  
2. **Remote Support.** PAHO agrees to make available to Licensee telephone and/or electronic mail support during PAHO's normal business hours (8:30 a.m. to 5:30 p.m. Eastern Standard time, Monday through Friday, excluding holidays). Licensee acknowledges that PAHO will not provide technical support for dictionary updating implemented by Licensee unless at least one member of Licensee's staff has completed the 5-day training course described in Section 2.1 of the Software License Agreement. PAHO will provide a maximum of 10 hours of telephone support for dictionary updating per language combination.
  
3. **Malfunction Correction.** PAHO agrees to use reasonable efforts to correct all Malfunctions in the Software that are documented and reported by Licensee. PAHO shall acknowledge receipt of a Malfunction report from Licensee within 4 business hours of receipt by PAHO of the Malfunction report. If the Malfunction reported prevents all useful work from being done, or disables major functions from being performed, PAHO shall undertake reasonable corrective action to remedy the reported Malfunction within 5 business days. If the Malfunction reported disables only non-essential functions, resulting in degraded operations, PAHO shall undertake reasonable corrective action to remedy the reported Malfunction within 30 business days.
  
4. **Enhancements and releases.** PAHO may from time to time, at its discretion, issue Enhancements, Releases and Database Updates (the "Upgrades") to improve the functionality and usefulness of the Software. Pursuant to this Agreement, Licensee will receive at no charge all Upgrades to the Software issued by PAHO during the term of the Agreement, provided however that Licensee will not receive any Upgrades which PAHO licenses to similar licensees as separate modules or programs. Such Upgrades will be distributed to the Licensee periodically as Releases, which Licensee will be responsible for installing promptly. Licensee acknowledges that such releases shall not include versions of the Software issued by PAHO for other platforms or supporting software.

Language Directions	English-Spanish <input type="checkbox"/>		Spanish-English <input type="checkbox"/>		Intranet Server
	English-Portuguese <input type="checkbox"/>		Portuguese-English <input type="checkbox"/>		
	( Spanish-Portuguese <input type="checkbox"/>		Portuguese-Spanish <input type="checkbox"/>		
	Standalone	5 Users	10 Users	10+	
One	500	700	700	700	900
Two	600	800	800	800	1,000
Three	700	900	900	900	1,100
Four	800	1,000	1,000	1,000	1,200
Five	900	1,100	1,100	1,100	1,300
Six	1,000	1,200	1,200	1,200	1,400
<b>Prices subject to change.</b>					

5. Installment of New Releases. Licensee agrees to install the latest Upgrade to the Software as soon as practical after it has been made available to Licensee. If an Upgrade is not installed and put into operation by Licensee within 12 months after PAHO has made it available to Licensee, then PAHO will have no further obligation to provide support on those parts of the Software updated by such Upgrade.

6. Fees. Licensee agrees to pay PAHO an annual fee for Support in accordance with the charges shown below. This fee is payable in advance at the time of signature of this Agreement. The annual fee will not increase at a rate greater than **10%** in subsequent years if this Agreement is renewed or extended.

7. Limitation of Liability. PAHO's liability to Licensee and its officers and employees for any claim arising under this Agreement, regardless of the form of action (including, but not limited to, actions for breach of contract, negligence, strict liability, rescission, and breach of warranty) will not exceed the lesser of (1) the total support fee actually paid to PAHO pursuant to Section 6, or (2) the actual damages sustained by Licensee.

8. No Consequential Damages. IN NO EVENT SHALL PAHO BE LIABLE TO LICENSEE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES AND LOSS OF PROFITS, EVEN IF PAHO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Privileges and Immunities. NOTHING IN OR RELATED TO THIS LETTER OF AGREEMENT SHALL BE DEEMED TO CONSTITUTE ANY WAIVER, EXPRESS OR IMPLIED, OF THE IMMUNITIES, PRIVILEGES, EXEMPTIONS AND FACILITIES ENJOYED BY PAHO/WHO UNDER INTERNATIONAL LAW, INTERNATIONAL CONVENTIONS OR AGREEMENTS, OR THE DOMESTIC LEGISLATION AND LAWS OF ITS MEMBER STATES.

The parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

PAHO:

LICENSEE:

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: Eric J Boswell

Name: \_\_\_\_\_

Title: Director of Administration

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_