

SOFTWARE MAINTENANCE AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

(the "Vendor")

-AND-

(the "Customer")

1. Scope Of Agreement

During the term of this Agreement, as set forth in Section 2 hereof, Vendor agrees to provide Customer standard maintenance, custom enhancement, on-site support, and training services, as set forth in Sections 3, 5, 6, and 7 hereof, for the computer programs and user manuals listed in Exhibit A hereof to this Agreement (collectively "Software").

2. Term

- a. *Effective Date.* This Agreement shall take effect upon the date first written above.
- b. *Termination Date.* This Agreement shall terminate upon the earlier to occur of (i) the Termination Date set forth in Exhibit A hereof, (ii) the effective date of a subsequent agreement concerning maintenance services entered into between Customer and Vendor, or (iii) an event listed in Section 12 hereof.

3. Standard Maintenance Services

- a. *Scope of Services.* During the term of this Agreement, Vendor will provide Customer the following Standard Maintenance Services for the Software:
 - i. Corrections of substantial defects in the Software so that the Software will operate as described in the user manuals listed in Exhibit A hereof, as modified by the Customer's Requirements Document. The term "Customer's Requirements Document" means the statement of customer-specific specifications that is attached as Exhibit B hereof.
 - ii. Periodic updates of the Software that may incorporate (A) corrections of any substantial defects, (B) fixes of any minor bugs, and (C) at the sole discretion of Vendor, enhancements to the Software.
 - iii. Telephone support, including dial-up support via _____, between the hours of 9:00 a.m. and 5:00 p.m., _____ (insert time zone) Time, Monday through Friday, excluding statutory holidays, to assist Customer in using the Software.

- iv. Maintenance at Vendor's office of a test version, including a test database, for the most recent version of Customer's Software.
- b. *Services Not Included.* Standard Maintenance Services do not include:
 - i. Charged-for-Enhancements that are offered, at Vendor's sole discretion, to Customers upon payment of a license fee;
 - ii. Custom Programming Services;
 - iii. On-site support;
 - iv. Training; or
 - v. Hardware and related supplies.

4. Charged-For-Enhancements

From time to time, at Vendor's sole discretion, Vendor will make available to Customer Charged-for-Enhancements to the Software that Customer may license from Vendor upon payment of the license fee established by Vendor.

5. Custom Programming Services

Vendor will provide Custom Programming Services to Customer, as agreed to in a written addendum to this Agreement, signed by both parties, that specifies the Custom Programming Services to be provided by Vendor and the fee for the services. Custom Programming Services shall include, but are not limited to, development of custom computer programs and installation, training, and maintenance with respect to such computer programs.

6. On-Site Support

Vendor, upon receipt of a written request from Customer, will provide Customer On-Site Support at a mutually agreed time. Customer agrees to pay Vendor all costs associated with the provision of on-site support, including charges for (i) Vendor's personnel, (ii) charges for travel, lodging and miscellaneous expenses, and (iii) taxes pursuant to Section 9 hereof.

7. Training

Upon receipt of a written request from Customer, Vendor will provide Training at a mutually agreed time at the offices of Vendor, unless Vendor agrees to conduct the Training elsewhere. Customer agrees to pay Vendor all costs associated with this Training, including (i) charges for Vendor's personnel, which may include a surcharge for training conducted at Customer's location, (ii) charges for travel, lodging and miscellaneous expenses, and (iii) taxes pursuant to Section 9 hereof.

8. Maintenance Fee

- a. *Warranty Period.* Vendor will not charge Customer any Maintenance Fee for the Warranty Period, as defined in Customer's Software License Agreement for the Software.

- b. *Amount of Fee.* Customer agrees to pay Vendor a Maintenance Fee, in the amount set forth in Exhibit A hereof, plus taxes pursuant to Section 9 hereof, for Standard Maintenance Services provided by Vendor pursuant to this Agreement.
- c. *Discontinuance.* Customer understands that if Customer discontinues and then resumes purchase of Standard Maintenance Services, Customer will be required to pay Vendor the entire Maintenance Fees for the period of discontinuance, plus the Maintenance Fee for the term of Standard Maintenance Services then commencing.
- d. *Other Charges.* Customer agrees to pay Vendor for Charged-for-Enhancements, Custom Programming Services, On-Site Support, and Training in the amount and pursuant to the terms set forth in the invoice for such services.

THIS IS A 7-PAGE DOCUMENT, including schedules.