

SOFTWARE MAINTENANCE AGREEMENT

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

BETWEEN:

_____ (insert legal name of vendor)
_____ (insert complete address)
(the "Vendor")

-AND-

_____ (insert legal name of customer)
_____ (insert complete address)
(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.