

## SOFTWARE SUPPORT SERVICES AGREEMENT

THIS AGREEMENT made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. (the "Agreement")

### BETWEEN:

\_\_\_\_\_ (insert name of supplier)  
\_\_\_\_\_ (insert complete address)  
(the "Supplier")

### -AND-

\_\_\_\_\_ (insert name of customer)  
\_\_\_\_\_ (insert complete address)  
(the "Customer")

Subject to the terms and conditions contained in this Agreement, the Supplier agrees to provide the Customer with ongoing software support services (the "Software Support Services"), for the computer software programs (the "Programs") listed in Schedule "A" attached hereto, commencing the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

### 1. Restrictions

As a condition to the furnishing of the Software Support Services:

- (a) the Programs must be used only on the equipment (the "Equipment") listed in Schedule "B" attached hereto, except as is otherwise authorized in this Agreement;
- (b) the Programs must not have been modified in any way by the Customer without the prior written approval of the Supplier;
- (c) the Equipment must be operating properly at all times and must have been and continue to be properly maintained by the manufacturer of the Equipment or other properly qualified service organization reasonably acceptable to the Supplier; and
- (d) the Programs must be used with the version or release of the operating system described in the attached Schedule "B" hereof, or with any other version or release approved by the Supplier.

### 2. Payment

- (a) The Customer shall pay \_\_\_\_\_ (insert time period: monthly, quarterly, etc.) to the Supplier a fee of \$ \_\_\_\_\_ (insert amount) (the "Support Fee") for the Software Support Services.
- (b) In addition to the Support Fee, the Customer shall forthwith pay to the appropriate collector of it, or reimburse the Supplier, for all sales, use, excise or similar taxes, arising out of this Agreement.
- (c) All amounts payable in this Agreement are due \_\_\_\_ (insert number) calendar days after the date of invoice. The Customer agrees to pay interest on overdue amounts at the rate of \_\_\_\_\_% (insert number) per annum calculated monthly.
- (d) The Customer acknowledges that the Support Fee is subject to increases on written notice to the Customer delivered at least \_\_\_\_ (insert number) calendar days prior to the commencement of

the following renewal of the term of this Agreement. Any increase in the Support Fee is effective from the commencement of the following renewal of the term of this Agreement.