



## **ANNUAL SUPPORT AND MAINTENANCE PLAN AGREEMENT**

An agreement made between YesSoftware, Inc. and Licensee for the provision of software support and maintenance for CodeCharge software (as specified on the Annual Support and Maintenance Plan Certificate) where YesSoftware, Inc. will provide software support and maintenance based on the terms and conditions set out below.

Purchase of these software maintenance services does not extend, modify, or enhance the original hardware and software product warranty, if any, in any way for each of the above products.

### **1. Software Support and Maintenance to be provided**

#### **1.1. Support**

Assistance is available via the Internet at <http://support.codecharge.com>

Help and advice is provided in English and available 24 hours a day, Monday to Friday excluding statutory holidays.

The nature of support requests includes:

- § Bug reports in the event product features are not working as designed.
- § Product features are broken after upgrading the product or operating system.
- § Request for 'work around' solutions in the case where incompatibility arises between the generated code and the deployment environment such as database, Web Server or Operating System.
- § Brief analysis of customer's project to determine a suitable course of action.

The support request does not include:

- § Debugging of Custom code written by the customer or any code not native to the product.
- § Design or coding of customer's application or databases.
- § Integration of third party products or services.

The support does not include assistance for customer's application requirements or third -party applications.

The Technical Support is offered at no charge:

- § CodeCharge: for the period of 30 -days from the product purchase
- § CodeCharge Studio: for the period of 90 -days from the product purchase

Priority Technical Support is available for an additional fee (under the Annual Support and Maintenance Plan) and includes priority treatment on a "best efforts" basis.

#### **1.2. Maintenance**

Major Program upgrades to the software and the documentation licensed under the Software License Agreement are available to customers who have purchased the Annual Support and Maintenance Plan.

Minor upgrades that include bug fixes and other minor maintenance releases are provided free of charge to all customers. These are furnished when released by the vendor and are usually made available by the automated upgrade process embedded within the product.

Additionally, customers may check this location for upgrades and new releases: <http://support.codecharge.com/updates.asp>.

All upgrades are distributed via the Internet.



## **2. Licensee Obligations**

All materials supplied under this agreement are supplied under the same terms and conditions as contained in CodeCharge Software License and are to be used for the sole purpose of upgrading existing systems for which the Licensee has a valid Annual Support and Maintenance Plan agreement .

## **3. Duration and Consideration**

### **3.1. Duration**

The duration of this agreement depends on the options purchased by the Licensee, which can be any of the following:

- § **Non-priority Technical Support** is offered free of charge:
  - o **CodeCharge:** for a 30-day period after product's purchase.
  - o **CodeCharge Studio:** for a 90-day period after product's purchase.
- § **Annual Maintenance and Upgrade Plan** , including Priority Technical Support and major Program upgrades, is available for a period of 12 months from the date agreed at time of purchase.

YesSoftware, Inc. or the local distributor will inform the Licensee 30 days before the end of the Annual Support and Maintenance Plan agreement.

### **3.2. Consideration**

If the Licensee does not renew the Annual Support and Maintenance Plan agreement at the end of the period, as described in 3.1, above, the agreement is terminated, and the Licensee loses the ability to renew the agreement at the original price.

## **4. Limitation of Liability**

In no event will YesSoftware, Inc. be liable for any damages, including lost profits, or any other direct, indirect, incidental or consequential damages, arising from the use of, or the inability to use, the software.

## **5. Force Majeure**

YesSoftware, Inc. will not be liable for any failure to perform due to unforeseen circumstances or causes beyond YesSoftware Inc.'s reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, delay in delivery, fire, flood, accident, strikes, inability to secure transportation, facilities, fuel, energy , labor or materials.

## **6. Governing Law**

This agreement will be governed by the Laws of the State of Nevada.

## **7. Correspondence**

Any materials or communications sent to the Licensee by YesSoftware, Inc. under this agreement will be sent by first class letter post, Internet Email or facsimile unless the Licensee requests and pays for express delivery by courier or other means that they may elect to use.