This document explains the terms and conditions of the POSitive Software Maintenance Agreement.

POSITIVE SOFTWARE COMPANY
SOFTWARE MAINTENANCE AGREEMENT

1. TERM AND PAYMENT

1.1 POSitive Software Company ("POSitive") hereby offers to provide the following software mainte

1.2 Client shall pay POSitive a software maintenance fee (the "Maintenance Fee") either annually i

1.3 Unless otherwise set forth in an Order, these terms and conditions shall be in effect for a minim

2. SCOPE OF MAINTENANCE

2.1 POSitive will provide the software maintenance and support services listed in Sections 2.2 throu

2.2 POSitive will use reasonable efforts to correct any failure in the Covered Software to substantia

2.2.1 If an Error causes the Covered Software to be wholly inoperative, or so severely impaired tha

2.2.2 If an Error causes the Covered Software to fail to function in material accordance with its Doc

2.2.3 If an Error reported by Client causes inconvenience, but does not materially and adversely aff

2.3 POSitive will provide Client with support by telephone or e-mail during the support hours postec

2.4 POSitive shall provide Upgrades to the standard version of the major Covered Software at no a

2.5 Client will have access to all regularly scheduled training classes during the duration of this agr

2.6 Please refer to Appendix A for POSitive support department hours and methods of contact.

3. OTHER SUPPORT TERMS

3.1 Client shall designate in writing to POSitive up to three (3) appropriate and knowledgeable pers

3.2 From time to time upon Client's request, POSitive may provide additional services outside the s

3.3 In the event that Client makes any unauthorized modifications, enhancements or improvements

4. WARRANTY DISCLAIMER.

THE MAINTENANCE SERVICES ARE PROVIDED ON AN "AS IS” BASIS WITHOUT ANY W

5. LIMITATION OF LIABILITY.

POSITIVE AND ITS THIRD PARTY SUPPLIERS SHALL NOT BE LIABLE FOR ANY INDIRECT, IN

6. AMENDMENTS

POSitive reserves the right to amend this agreement from time to time by posting such amended Te

7. GENERAL

If any provision of this agreement is held unenforceable by a court of competent jurisdiction, that pr

APPENDIX A

SUPPORT CONTACT AND AVAILABILITY

The support service covered by this agreement is available during normal business hours, Monday
7 am - 4 pm U.S. Pacific Standard Time (excluding weekends and U.S. holidays) via telephone, em

U.S./Canada Toll Free: 866-368-2266
International: 509-210-1039
Email: support@gopositive.com
Web: www.gopositive.com/support

Phone and email support covered by this agreement is available Monday through Friday, 7am to 4p

Note: After-hours phone support is available for an additional fee and is limited to 1 hour. POSitive

OPTIONAL ADVANCED SUPPORT

Optional Advanced Support provides additional services and faster response time:

Advanced Support customers receive priority handling for telephone support calls. If a technician is

Advanced Support also gives you more "hands on" assistance from our technicians. Us

Advanced Support also includes 3 "after hours" emergency calls at no extra cost.

Contact POSitive Support for pricing.