

SOFTWARE MAINTENANCE AGREEMENT

End User:

Name
Sample Company
Address3
Address4
Address5

This Software Maintenance Agreement is between the End User and:
ZEATALINE PROJECTS LIMITED
150 Latymer Court | Hammersmith Road
| London | W6 7JG

This Software Maintenance Agreement is associated with the following order.

Customer ID: 17688
Order ID: 13572
Order Date:

This Maintenance Agreement Commences:

Maintenance Agreement ID: 0JY2 HG3HF 0913572

The Maintenance Agreement provides the following services:

- Includes All Pipedata Pro upgrades
- Priority end user e-mail support directly with Zeataline Projects

Pipedata Pro is periodically upgraded to remain compliant with new versions of component specifications and manufactured weights. The software is also kept compatible with operating system advances.

Terms and Conditions

1. DEFINITIONS The following definitions are referred to within this document.

Zeataline Software Maintenance Agreement means all pages of this document.

Software Licence Agreement means the Agreement whereby the Licensee is granted a right to use the software. This agreement is said to be accepted by the licensee when prompted by the software installation program.

Licensee means end user of the software.

Licensor means the software developer namely Zeataline Projects Limited.

Software means Pipedata Pro and shall include any replacements, upgrades or additions supplied under this Agreement or under the License Agreement.

Maintenance Charge means the annual charge payable for the provision of this Software Maintenance Agreement.

Documentation means the on-line or printed manuals and other documents associated with the software.

Error means a program instruction or instructions contained in the software which cause incorrect output to be produced when executed and which is a result solely of a fault in the design of the software.

Feature means a process where improved or additional functionality has been added to the software.

Software Upgrades shall mean upgrades to the software supplied to the Licensee and may be supplied either by compact disk (CD) or by download file from the website www.pipedata.com.

2. AGREEMENT

This Agreement provides for the continued supply of all upgrades and technical support for the Pipedata Pro Software product at the office location(s) specified on this Agreement.

3. SERVICES PROVIDED

- Includes All Pipedata Pro upgrades
- Priority end user phone and e-mail support directly with Zeataline Projects

4. Changes in Components Specifications

Pipedata Pro is periodically upgraded to remain compliant with new versions of component specifications and manufactured weights.

5. Changes in Operating Systems

As part of this Agreement Zeataline Projects will ensure that PIPEDATA-PRO software remains compatible with future versions of Microsoft based windows platforms.

6. Notification of Upgrades

Zeataline Projects shall automatically notify by e-mail when upgrades are available for download.

7. Additional Software Purchases

Any additional Zeataline software that is purchased will be automatically added to this Agreement.

8. Automated Upgrade Charge

The Maintenance charge is based on a percentage of the single copy retail price of the software. This currently is set at 20%. The Licensor shall have the right to vary this charge by giving not less than three months written notice to the Licensee in advance of such variation becoming effective. A greater charge will be made to reinstate terminated or lapsed Agreements. An automatic annual renewal of the maintenance will be advised to all maintained clients. 45 days prior to the annual renewal date an invoice will be automatically sent to you. The maintenance charge is to be paid in full on an annual basis.

On receipt of your invoice please ensure that it is forwarded to your accounts processing department.

9. Terms of Payment

The maintenance charge shall be payable within 30 days of the invoice date.

10. Termination

If you no longer wish to maintain your Zeataline software you must write to us no less than four weeks before the end of your last Agreement date stating that you do not wish to maintain your software and that you wish to terminate this Agreement.

11. Reinstatement of Maintenance

If the Licensee terminates the Maintenance Agreement he may at any subsequent time within two years of the date of termination elect to reinstate Software Maintenance on the terms of this Agreement and may be subject to a higher Maintenance Charge to reinstate the Agreement.

12. Transference of Agreement

This Agreement relates to the office location specified by the Company location recorded on the Zeataline client database. On occasion the location is shown in brackets at the end of the company name. The Licensee shall not assign any rights or obligations under this agreement.

13. Arbitration

Any dispute of difference which may arise between the Licensee and the Licensor in connection with or arising out of this Agreement may, by Agreement of both parties, be resolved by arbitration, in which event such dispute or difference shall be referred to a single arbitrator to be agreed between the Licensee and the Licensor or, failing such Agreement:

14. Law

Unless otherwise agreed, this Agreement shall be subject to and in accordance with English Law and shall be subject to jurisdiction of the Courts of England.

15. Exclusive Statement

This Maintenance Agreement is, together with the Software Licence Agreement, the complete and exclusive statement of the Agreement between the parties which supersedes all proposals or prior Agreements oral or written.

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