

Software Maintenance Agreement No. 1
This Software Maintenance Agreement ("Agreement") is between the licensee printed below ("Licensee") and Inspire Software Company ™ (ISCo).

DEFINITIONS

"Software" means the actual copy of all or any portion of the final commercial release(s) of ISCo proprietary programs, components and software code delivered on any media, whether provided in source, object, or executable code format(s), inclusive of backups, updates, or upgrades supplied under this Agreement.

ARTICLE 1 – TERM AND FEE

The initial term of this Agreement shall begin on the receipt of order (renewal date) and shall continue for twelve (12) consecutive months at the fee(s) noted in the ISCo Quotation. Thereafter, Licensee may continue the service for annual maintenance and update at the then current fee. Should Licensee decide to extend this Agreement, Licensee shall issue a purchase order in advance of the renewal date at the quoted price. Payment is due annually in advance. Licensee agrees to pay ISCo invoices within thirty (30) days of receipt.

ARTICLE 2 – SOFTWARE MAINTENANCE AND UPDATE SERVICE

ISCo will support/maintain the Software for a period of twelve (12) months. Software support and maintenance will apply only to unmodified Software and to commercially released updated versions of the Software. Software updates are provided only for standard hardware platforms and operating systems supported by ISCo. Licensee is responsible for making or arranging for updates to interfaces for nonstandard devices or custom applications.

Licensee may contact Technical Support at

Inspire Software Company
Office : 9099759910
Mobile : 9998457129

Hours: 8:00AM to 7:00PM +5:30(GMT) except Week end and ISCo holidays.

ARTICLE 3 – TERMINATION

This Agreement may be terminated by either party giving the other party thirty (15) days notice of intent to terminate prior to the end of the term identified in Article 1.

ARTICLE 4 – LIMITATION OF LIABILITY AND REMEDIES

ISCo will use commercially reasonable efforts to provide corrections or work-around solutions for any errors reported and determined to be in the Software or the documentation at no cost to Licensee for the term of this Agreement.

EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, ISCo DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT. ISCo DOES NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION WILL MEET LICENSEE'S NEEDS, OR THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL UNCONFORMITIES CAN OR WILL BE CORRECTED.

If ISCo fails to fulfill its obligations under this Agreement, Licensee's sole and exclusive remedy is the right to terminate this Agreement immediately for the affected software.

IN NO EVENT SHALL ISCo BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE SOFTWARE OR DOCUMENTATION, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT ISCo HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 5 – LICENSE

Maintenance and support is provided subject to the terms and conditions of the then-current General License Terms and Conditions, the terms of which will be indicated on ISCo's Web Site or enclosed in the deliverable's packaging, depending on the method of delivery. Licensee may also use the type and number of copies of the Software, data, and documentation for which the appropriate license fees have been paid to ISCo and in accordance with the General License Terms. Licensee may not assign the rights granted hereunder, or any of them without the prior written consent of ISCo.

ARTICLE 6 – ENTIRE AGREEMENT

This Agreement constitutes the sole and the entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter. Any modification(s) or amendments(s) to this Agreement must be in writing and signed by an authorized representative of each party. The parties have agreed to these terms and have executed this Agreement to be executed and effective as of the last date written below.

(Licensee)
By: _____
(Authorized Signature)
Printed Name: _____

Title: _____

Date: _____

INSPIRE SOFTWARE COMPANY

BY: _____

(Authorized Signature)
Printed Name: _____

Title: _____

Date: _____

Licensee Contact Information

Contact: _____

Installation Address: _____

City, State: _____

Pin: _____

Telephone: _____

FAX: _____

E-mail: _____

ISCo Quotation No: _____