MAINTENANCE AGREEMENT
SOFTWARE PRODUCTS

MAINTENANCE AGREEMENT

The term of this Software Maintenance Agreement (Agreement) is for **1** year of post-warranty support as described within this document.

Thereafter, such maintenance may be continued on an annual basis by mutual consent, at a cost to be negotiated after year **1**.

This agreement shall begin upon the expiration of the Standard Software Warranty (Warranty) of the covered products that is initially valid for **3** years.

This agreement can be cancelled with written notice thirty (30) days prior to the annual maintenance renewal date.

LIMITATION OF AGREEMENT

To the extent permitted by applicable statutory law, Q-Free America ("Q-FREE") makes no other warranty or guarantees of support, either expressed or implied, with respect to this Software.

SUPPORT HELP DESK

Q-FREE will make available for the term of this Agreement, during normal business hours of 8AM to 8PM EST Monday to Friday, a telephone and email help desk facility for the purposes of:

    (a)   assisting the Customer with the proper use of the Software;

    (b)   determining the causes of errors in the Software; and/or

    (c)   fixing errors in the Software as reasonably possible.

RESPONSE AND RESOLUTION TIMES

Q-FREE will use all reasonable endeavours to respond to requests for Services made through the help desk and use all reasonable endeavours to resolve issues raised by the Customer, promptly and in accordance with the response time matrix shown in Figure 1.

All claims under this software agreement must be made in writing to Q-FREE and a support ticket number (SN) must be obtained. Upon issuance of a support ticket Q-FREE support engineers will make commercially reasonable efforts as describe above to resolve the issue.

Severity	Examples	Response Time	Resolution Time
Critical	System is unavailable and users cannot log in. Multiple acceptance test cases fail.	4 hr	3-5 business days Hotfix Release
Serious	Intersection polling fails repeatedly throughout a 24-hour period or product crashes during commonly used scenarios and acceptance test case fails.	8 hr	5-10 business days Hotfix Release
Moderate	Product crashes or does not function as expected during edge case or rarely used scenarios but some acceptance test cases fail.	24 hr	10-20 business days Hotfix Release
Minor	Product occasionally does not work as expected during edge case scenarios that to not block core acceptance test cases.	24 hr	3-6 months Next Major Release

Figure 1: Response Time Matrix

HOTFIX RELEASE

For the lifetime of the product, when needed to address product defects Q-FREE will:

- Provide copies of all such software Hotfix Releases to the Customer promptly following the general release of the relevant Hotfix Patches to the customers; and,

- Apply such Hotfix Releases to the Software promptly following the general release of the relevant Hotfix Release to the customers of the Supplier through remote access

If the hardware or operating system in user by the Customer is deemed not to be sufficient for installation of the Hotfix Release, then the Customer shall be responsible for the cost of any new hardware or software as may be required.

MAJOR RELEASE UPGRADES

Q-FREE will for the term of this agreement,

- give to the Customer reasonable prior notification of the general release of an Upgrade of the covered software products.

- provide copies of all such software Upgrades to the Customer promptly following the general release of the relevant Upgrade to the customers; and,

- apply such Upgrades to the Software promptly following the general release of the relevant Upgrade to the customers of the Supplier through remote access or on-site support if required.

If the hardware or operating system in user by the Customer is deemed not to be sufficient for installation of the Upgrade release, then the Customer shall be responsible for the cost of any new hardware or software as may be required.

COVERED PRODUCTS

The products listed below installed at the customer site are covered by this Agreement:

- MAXTIME local controller software
- MAXVIEW atms central system software

PAYMENT

Payments of **$39,000.00 USD** by the Customer shall be made annually to Q-FREE starting in the first (1st) month following the end of the **3**-year factory warranty, for the term of this Agreement.

After the expiration of this Agreement, such maintenance may be continued on an annual basis by mutual consent, at a cost to be negotiated after year **1**.

Payments not made within thirty (30) days of the required annual payment date shall terminate this Agreement.

LIMITS OF COVERAGE

Q-FREE will not be held liable to the purchaser or any other party for any incidental or consequential damage or loss resulting from the failure of the covered product. The total liability of Q-FREE shall not exceed the amount of the purchase price of the covered product. The sole remedy of the purchaser shall be repair or replacement of the covered product as described above.

This Agreement does not include repair services due to damage caused by rain, fire, flood, lightning, tornado, windstorm, hail, earthquake, explosion, smoke, aircraft, motor vehicle, collapse of building, strike, riot, power failure or fluctuation, or other case originating by reason of other than normal operation of the software, or the Customers negligence or misuse of the software.

This Agreement does not cover support, repair or warranty of any hardware or 3rd party software installed as part of the Software.

Signature: _____   Signature: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____