



# Yearly Software Maintenance Agreement

**Product Name:**

**System:**

**Agreement Number:**

The Agreement is system and product specific and covers all the installed modules of the product.

**Customer**

**Customer Code**

*Company Name:*  
*Contact Person:*  
*Street Address:*  
*Postal Code:*  
*City:*  
*Country:*  
*Phone:*  
*Fax:*  
*Email:*

**Primary maintenance provider** (mark choice)

**Distributor** or  **Manycom Software**

*Company Name:*  
*Contact Person:*  
*Street Address:*  
*Postal Code:*  
*City:*  
*Country:*  
*Phone:*  
*Fax:*  
*Email:*

**Coverage of the Agreement**

This Agreement covers

- program fixes
- version updates of the product (updates of the licensed modules)
- 'hot-line' support provided via phone, fax, email, web site, or by other means for using and maintaining the product in production use.

Support will be provided primarily to the contact person named in this agreement by the Customer. Distributor and Manycom Software shall give support as quickly as possible according to their resources. If the support requires visiting the customer, the travelling costs will be charged separately.

Customer support is, by default, limited to weekdays and normal local working hours. For emergency cases, Manycom provides customer support at any time it is possible. Manycom's support is provided from Helsinki, Finland, where the local time is GMT plus 2 hours.

Problems and support requests should be reported to the Distributor or Manycom, who

- create a fix and return it via email or FTP or web download, or

- give the Customer instructions to fix the problem, or
- announce a limitation of use, or
- instruct a bypass to avoid the problem

Manycom may discontinue maintenance of a module's version, when a new version has been available for 24 months. In this case, fixing a problem of a module or adding a new module may require updating the module or all modules of the product.

If Customer shall afterwards purchase and add a new module to the product installation, the module will be included in the agreement automatically. Support fee will be increased accordingly. This is indicated clearly by itemizing the modules and their maintenance fees in the invoice.

Generally, Manycom's product development and updates are based on so-called dynamic product development and update technique. Consequently, when a Manycom product or module is fixed or updated, this takes place always by using the latest available version(s) of the module(s), i.e. after the fix or update, all the modules of the product are in their latest levels.

Manycom will take every effort to fix problems quickly and using its best professional skills, but will not guarantee that all problems can or will be fixed.

Manycom has right, after informing the Customer 3 months before a new maintenance term starts, and after Customer acceptance, change the price of the Yearly Maintenance Agreement following the changes in the general expense level of the industry sector (information technology).

In case Customer does not accept the change, Manycom has right to terminate this agreement to end in the end of the maintenance period.

### **Maintenance Term and Termination**

The term of this Agreement is twelve months at a time, continuing automatically, unless either party cancels it at least one month before the start of a new term.

The first term of this Agreement starts:

### **Costs & Invoicing**

The maintenance cost is 15 % of the purchase price of the product per year. The invoice will be itemized according to the modules. The invoice due date is at the beginning of each term.

Manycom has right to update the price of this agreement according to the changes in the general expense level of the industry sector (information technology).

The annual payment for the currently installed modules of the product is:

### **Signatures**

Place \_\_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / 2005

\_\_\_\_\_  
Customer representative

\_\_\_\_\_  
Distributor or Manycom Software

End of document.