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Software Maintenance Agreement No. _____

This Software Maintenance Agreement ("Agreement") is between the licensee printed below ("Licensee") and PenBay Solutions LLC. ("PBS").

DEFINITIONS

"Software" means all or any portion of PBS's proprietary software technology accessed or downloaded from an PBS-authorized website or delivered on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

ARTICLE 1—TERM AND FEE

The initial term of this Agreement will begin on receipt of order (renewal date) and will continue for twelve (12) consecutive months at the fee(s) noted in the PBS 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 must issue a purchase order in advance of the renewal date at the quoted price. Payment is due annually in advance. If Licensee wishes to reinstate lapsed maintenance, Licensee agrees to pay a reinstatement fee as well as the maintenance fee. Licensee agrees to pay PBS invoices within thirty (30) days of receipt. To reinstate lapsed maintenance, maintenance fees from the date maintenance lapsed, in addition to the current fees, must be paid. Maintenance fees are nonrefundable.

ARTICLE 2—SOFTWARE MAINTENANCE AND UPDATE SERVICE

As discussed further on the PBS website named below, PBS provides technical support in response to specific inquiries as well as software maintenance by way of patches, updates, and upgrades as applicable. Maintenance is composed of technical support, updates, and other benefits. PBS will support/maintain the Software for a period of twelve (12) months. Software maintenance will apply only to unmodified Software and commercially released updated versions of the Software. Software updates are provided only for standard hardware platforms and operating systems supported by PBS as described in the Software documentation. Licensee is responsible for making or arranging for updates to interfaces for nonstandard devices or custom applications.

PBS maintenance will be provided in compliance with the PBS US Software Standard Maintenance Program on the PBS website at <http://www.penbaysolutions.com>. PBS supports users with the installation and maintenance of PBS Software, assistance in solving problems arising from the use of the Software, hardware interfacing of peripheral devices, and logging of enhancement requests and problems or issues submitted by the user. PBS's Support website is found at www.penbaysolutions.com.

Licensee may contact Technical Support at
E-mail: support@penbaysolutions.com
Phone: +1-207-230-0182
Support Web Form: <http://www.penbaysolutions.com/support>

Hours: 8:00 a.m. to 5:00 p.m. EST (MON-FRI, except PBS holidays)

Resultant order documents for maintenance must include the statement, "This order is subject to the terms and conditions of Software Maintenance Agreement number _____. All other terms and conditions are void."

ARTICLE 3—TERMINATION

This Agreement may be terminated by either party giving the other party thirty (30) days' notice of intent to terminate prior to the end of the term identified in Article 1.

ARTICLE 4—LIMITATION OF LIABILITY AND REMEDIES

PBS will use commercially reasonable efforts to provide corrections or workaround solutions for any problem or issue reported and determined to be in the Software or the documentation at no cost to Licensee for the term of this Agreement. While it is PBS's goal to provide an acceptable resolution for incoming problems/issues and incidents, PBS cannot predict a resolution time and is unable to guarantee that all problems or issues can be resolved or addressed.

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If PBS 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 PBS BE LIABLE TO LICENSEE 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 PBS 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 are provided subject to the terms and conditions of the then current General License Terms and Conditions/License Agreement and Exhibit 1 Scope of Use, available on PBS's website at <http://www.penbaysolutions.com>, or included with a quote, or with the deliverable Software. Licensee may only use the type and number of copies of the Software, Data, Web Services, and Documentation for which the appropriate license fees have been paid to PBS and in accordance with the General License Terms and Conditions/License Agreement, Exhibit 1 Scope of Use, and the licensed configuration on file with PBS Customer Service.

ARTICLE 7—ENTIRE AGREEMENT

This Agreement constitutes the sole and 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 amendment(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 on the date last signed below.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date written below.

(Licensee)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

PENBAY SOLUTIONS LLC (PBS)

By: _____
Authorized Signature Date

Printed Name: _____

Title: _____

LICENSEE CONTACT INFORMATION

Contact: _____

Installation Address: _____

City, State, ZIP: _____

Telephone: _____

Fax: _____

E-mail: _____

General License Terms and Conditions/License Agreement, PBS Exhibit 1