

INSPECTIS SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement is entered into on:

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between Inspectis AB, a Swedish company having its head office in Torshamnsgatan 35, SE-164 40 Kista, Sweden hereinafter referred to as "PROVIDER" and

.....
hereinafter referred to as the "RECIPIENT".

WHEREAS, the PROVIDER is developing and supporting the INSPECTIS SOFTWARE and

WHEREAS, the RECIPIENT has purchased the SOFTWARE and wishes to engage the PROVIDER to perform various maintenance services in connection with the SOFTWARE and Support Materials and the PROVIDER desires to provide such maintenance services

WHEREAS, the RECIPIENT has executed the License Agreement for the SOFTWARE; and

NOW THEREFORE, in consideration of the mutual promises and agreements set forth in this Maintenance Agreement, PROVIDER and RECIPIENT agree as follows:

1. Maintenance Services

In accordance with the terms of this Maintenance Agreement, the PROVIDER will furnish the upgrades, support, or error-correction services identified on Supplement A (the "Services") for the SOFTWARE.

2. Maintenance Fee and Expenses

RECIPIENT will pay the PROVIDER the fee(s) set forth on Supplement A to this Maintenance Agreement within thirty (30) days of the Commencement Date identified in Supplement A.

RECIPIENT is responsible for the payment of any taxes assessed in connection with payments due under this Maintenance Agreement except for any tax based solely on the PROVIDER's net income.

3. Term and Termination

(a) Term. This Maintenance Agreement shall commence on the Commencement Date stated in Supplement A and continue for an initial period defined in Supplement A ("Initial Term"). This Maintenance Agreement shall thereafter renew for successive periods defined in Supplement A ("Renewal Term"), of which PROVIDER will notify RECIPIENT in writing at least sixty (60) days prior to the expiration date, unless terminated by either party upon written notice to the other party pursuant to Section 3(b) below.

(b) Termination This Maintenance Agreement shall terminate (i) immediately upon termination or expiration of RECIPIENT's right to use the SOFTWARE; (ii) upon expiration of the then-current term, provided that at least thirty (30) days advance written notice of termination is given to PROVIDER by the RECIPIENT; (iii) upon expiration of the then-current term, provided that at least sixty (60) days advance written notice of termination is given to RECIPIENT by the PROVIDER; or (iv) upon thirty (30) days advance written notice if the other party has breached this Maintenance Agreement and has not cured such breach within such notice period.

3. Warranty and Remedies

The PROVIDER warrants that it will use reasonable efforts to perform the services to conform to generally accepted industry standards, provided that: (a) the SOFTWARE has not been modified, changed, or altered by anyone other than the PROVIDER; (b) the operating environment, including both hardware and systems software, meets the PROVIDER's recommended specifications; (c) the computer hardware is in good operational order and is installed in a suitable operating environment; (d) RECIPIENT promptly notifies the PROVIDER of its need for service; (e) RECIPIENT provides adequate troubleshooting information and access so that the PROVIDER can identify and address problems; and (f) all fees due to the PROVIDER have been paid.

THERE ARE NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS MAINTENANCE AGREEMENT, AND THE SERVICES TO BE PROVIDED BY THE PROVIDER UNDER IT INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. RECIPIENT's sole and exclusive remedy and the PROVIDER's only obligation under this warranty is to redo the Services until the SOFTWARE conforms to the most recent specifications stated in the documents listed in Supplement A. In the event that these services cannot be provided within a reasonable time after notification, RECIPIENT's sole and exclusive remedy is to terminate this Maintenance Agreement upon written notice to the PROVIDER and to receive a refund of any fees paid for the period beginning on the date the problem requiring correction was reported to the PROVIDER.

RECIPIENT ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES SHALL THE PROVIDER BE LIABLE FOR ANY LOSS, COST, EXPENSE, OR DAMAGE TO RECIPIENT IN AN AMOUNT THAT COLLECTIVELY EXCEEDS THE ANNUAL MAINTENANCE FEE. END USER ACKNOWLEDGES AND AGREES THAT THE PROVIDER SHALL NOT BE LIABLE TO END USER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL DAMAGES OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE. RECIPIENT WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS PROVIDER AND ITS LOCAL REPRESENTATIVES ANY LOSS, DAMAGE, EXPENSE, OR COST, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF ANY CLAIM, DEMAND, PROCEEDING OR LAWSUIT RELATED TO RECIPIENT'S UNAUTHORIZED USE OR MISUSE OF THE SOFTWARE.

4. Recipient Support

The level of support that the PROVIDER can provide is dependent upon the cooperation of RECIPIENT and the quantity of information that RECIPIENT can provide. RECIPIENT shall provide contact information of the SOFTWARE user, phone no. and email address.

If the PROVIDER cannot reproduce a problem or if the RECIPIENT cannot successfully gather adequate troubleshooting information, the PROVIDER may need temporary login access on the RECIPIENT's system to identify and address the problem.

6. Recipient Responsibility

The RECIPIENT shall not distribute the SOFTWARE to any third party. The RECIPIENT shall not make any modifications to the SOFTWARE, unless otherwise allowed under the License Agreement.

7. Right to Work Product

All error corrections, enhancements, new releases, and any other work product created by the PROVIDER creator(s) in connection with the support services provided under this Maintenance Agreement ("Work Product") are and shall remain the exclusive property of the PROVIDER or the PROVIDER creator(s), regardless of whether the RECIPIENT, its employees, or agents may have contributed to the conception, joined in its development, or paid the PROVIDER for the development or use of the Work Product. Such Work Product shall be considered SOFTWARE, and subject to the terms and conditions contained herein and in the License Agreement.

8. General

- (a) Each party acknowledges that this Maintenance Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreement, oral and written, between the parties relating to this Maintenance Agreement. This Maintenance Agreement may not be modified or altered except by a written instrument duly executed by both parties.
- (b) This Maintenance Agreement and performance hereunder shall be governed by and construed in accordance with the laws of SWEDEN.
- (c) The RECIPIENT may not subcontract, assign, or transfer its rights, duties or obligations under this Maintenance Agreement to any person or entity, in whole or in part, without the prior written consent of the PROVIDER.

the parties have caused this Maintenance Agreement to be executed by their duly authorized representatives.

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By:
Title: (Purchasing)
Date:
Signature:

Inspectis AB
By: Alistair Gooch
Title: Sales Manager
Date:
Signature:

Supplement A

Coverage of Maintenance Agreement

The SOFTWARE covered by this Maintenance Agreement is as follows:

- INSPECTIS CAP Pro, INSPECTIS CAP Basics, INSPECTIS ProX, INSPECTIS Pro, INSPECTIS Basics, Version 5.0 and any future versions offered by PROVIDER.
- INSPECTIS OAI, Version 1.0 and any future versions offered by PROVIDER.

Customized Project (Optional)

At RECIPIENT's request, the PROVIDER will consider developing modifications or additions that materially change the utility, efficiency, functional capability, or application of the SOFTWARE ("Enhancements") at such charge and on such schedule as the parties may mutually agree in writing.

Training (Optional)

The PROVIDER will provide standard training sessions in the use of the SOFTWARE per Term or Renewal Term for RECIPIENT's personnel by video link or at such time and location as the parties may mutually agree.

Support for contacting the PROVIDER

The PROVIDER will provide the following communication mechanisms for the RECIPIENT to use when asking for support:

- (a) Video Link. PROVIDER shall provide video-link support after setting up a proper meeting time with RECIPIENT.
- (b) Internet Email. PROVIDER shall maintain an email address for the purpose of providing contracted support.
- (d) Telephone Support. during regular business hours (9 a.m. to 5:30 p.m. Stockholm time, Monday-Friday to assist RECIPIENT in reporting errors and in providing first-line support in the use and operation of the SOFTWARE.

Timeliness of Incident Resolution

PROVIDER shall use reasonable effort to provide modifications or additions to correct errors in the SOFTWARE reported by RECIPIENT under the conditions described in Section 4, "RECIPIENT Support." Upon receipt of notice of an error, PROVIDER will assign a priority level as determined by the RECIPIENT to the error according to the following criteria:

Priority A – An error that results in the SOFTWARE being substantially or completely non-functional or inoperative.

Priority B – An error that results in the SOFTWARE operating or performing other than as represented in the Documentation, but which does not have a material adverse impact on the performance of the SOFTWARE.

PROVIDER will make reasonable efforts to correct the error or provide a work-around solution for each priority level and, if a work-around is the immediate solution, will make reasonable efforts to provide a final resolution of the error.

New Releases

The PROVIDER shall be responsible for providing technical support and correcting errors for the most recent release of the SOFTWARE provided to RECIPIENT; additionally, the PROVIDER shall continue to support the two (2) immediately prior releases for a reasonable period, not to exceed eighteen 18 months

Fee Assessment

Software	Annual Cost	Cost for 3 years	Cost for 5 years
INSPECTIS CAP Pro	395 €	955 €	1 485 €
INSPECTIS CAP Basics	295 €	715 €	1 115 €
INSPECTIS ProX and Pro	295 €	715 €	1 115 €
INSPECTIS Basics	195 €	475 €	735 €
INSPECTIS OAI	295 €	715 €	1 115 €
Customized Project or Training Sessions (Optional)	Negotiable	Negotiable	Negotiable

One (1) year SOFTWARE Maintenance is always included when a License is purchased and will start upon activation of the software.

Software Selected: _____

License Number(s): _____

Total Annual Maintenance Fee: _____

The date on which services under this Agreement shall begin: _____

Renewal Term of this Maintenance Agreement shall be: _____

Please complete, sign and return this form to support@inspect-is.com

Inspectis Optical Systems
Stockholm, Sweden

Email: info@inspect-is.com

Web: www.inspect-is.com

