



SOFTWARE APPLICATIONS MAINTENANCE AGREEMENT

V 1.2 November 2009

This Contract relates to the maintenance and support of the software purchased (hereinafter referred to as 'the Program(s)'), which is/are the licensed property of SMI Limited (SMI) and copyright of the Program(s) is held under licence by SMI.

It is hereby agreed between SMI and the "Licensee", that in consideration of the payment of an annual maintenance fee on the maintenance renewal date, SMI undertakes to provide annual software support services **(the first year of maintenance support is included in the purchase price)** from the first day of the month following the first anniversary of purchase unless one months notice in writing to terminate is given by either party, subject to the following conditions:

1. The Licensee shall be entitled to receive one copy of all minor revised versions of the software modules purchased and of any minor revisions to the documentation of those modules, at no further charge. These revised versions will be subject to the conditions of the original software licence and of this Contract, unless otherwise notified by SMI. The Licensee will be notified about any major revisions. (Major revisions constitute new Versions of the program and would contain new technical features or major changes to the method of operation).
2. SMI will provide email support, using the SMI Support service, via support@smi-global.co.uk. It will be assumed that users of this service are generally familiar with the Program and with the use of microcomputers. SMI may restrict the use of this service if the Licensee repeatedly makes requests for information which is contained in the User Guide.
3. If the Licensee discovers a fault in the Program and reports it to SMI, together with any further information such as error messages, circumstances and data being processed, which SMI may request, SMI will promptly investigate and either advise the Licensee of a means of successfully undertaking the required operation, or will supply the Licensee with a revised version of the Program.
4. Unless either party gives notice in writing at least 4 weeks before the end of the period of this Contract, the Contract shall be renewed automatically for a further 12 month period and the full annual fee shall be payable. After the initial period SMI may upon one (1) months notice to the Licensee adjust the Annual Maintenance charge.
5. Notwithstanding the provisions of paragraph 4, SMI may suspend support services if the Licensee breaks any terms of this agreement, or of the licence for the use of the Program or if the Licensee is in arrears over any payment due to SMI whether or not in connection with the Program. The Licensee will remain liable for the appropriate fee for any period of maintenance already received and throughout the period of suspension.
6. If and to the extent permitted by law and notwithstanding any other provisions of this Contract:
 - (a) no warranty, condition or other term, express or implied, statutory or otherwise, shall apply unless and except to the extent expressly contained in this Contract,
 - (b) SMI shall have no liability for any consequential loss or damage (including but without limitation, business interruption or loss of profits) and the Licensee should insure accordingly; and
 - (c) any liability to which SMI might otherwise become subject shall, in aggregate, be limited to the cost of replacing the Program.

7. Except as specifically modified by this Maintenance Contract and except so far as the context otherwise requires, this Maintenance Contract shall also be governed by and is without prejudice to the applicable software licence agreement between SMI and the Licensee.

8. SMI or its designated representatives shall not be liable to the Licensee for any delay or failure by SMI to perform its obligations under this Maintenance Contract or otherwise if such delay or failure arises from any unforeseeable cause or causes beyond the reasonable control of SMI, including, but not limited to, labour disputes, strikes, other labour or industrial disturbances, acts of God, floods, lightning, shortages of materials, rationing, utility or communications failures, earthquakes, casualty, war, acts of the public enemy, riots, insurrections, embargoes, blockages, actions, restrictions or orders of any government agency or sub division thereof.

If either party fails to perform its obligations under this Maintenance Contract and if such failure continues for a period of thirty (30) days after written notice, the other party shall have the right to terminate this Maintenance Contract immediately upon written notice.

The construction, validity and performance of this Contract shall be governed by the law of England and Wales and all parties agree to submit to the Courts of England. This Contract sets out the entire Agreement and understanding between the parties with respect to the subject matter of this Contract and supersedes all oral discussions between the parties, or their agents.

If the Licensee is made the subject of a bankruptcy order or otherwise enters into liquidation then this Maintenance Agreement shall automatically be terminated forthwith.