

SlidePro

SOFTWARE MAINTENANCE AGREEMENT

This SOFTWARE MAINTENANCE AGREEMENT (the "Agreement") is made as of the purchase date (the "Effective Date"), by and between Detangle IT, Inc., a New York corporation (the "Vendor") and the designated end user customer on the purchase order (the "Licensee"). Licensee and Vendor hereby agree as follows:

1. PRODUCTS

1.1 Pursuant to the SlidePro Software License Agreement executed as of the purchase date (the "License Agreement"), Customer has licensed from Vendor the right to use the "Software" as defined in the License Agreement.

2. DEFINITIONS

- 2.1 "Major Enhancement" means any major functional revision to the Software (designated by a renumbered release number such as 1.1 to 2.0) released by Vendor during the Initial Support Term or any Renewal Support Term.
- 2.2 "Minor Enhancement" means any minor release, update, modification or "bug fix" (designated by a renumbered release number such as 1.1 to 1.2) which does not provide materially new functionality, as determined by Vendor in its sole discretion, and made generally available to Vendor's customers.
- 2.3 "Initial Support Term" means the one-year period following the Effective Date of this Agreement.
- 2.4 "Renewal Support Term" means a successive one-year renewal term.
- 2.5 "Support Times" means the hours of each day and the days of each week as set forth in Schedule 1 hereto.
- 2.6 "Hardware" means the chassis and all components supplied by Vendor in conjunction with the Software.

3. SOFTWARE AND HARDWARE SUPPORT

- 3.1 During the Initial Support Term and any Renewal Support Term, Vendor shall render the support services set forth in this section to Licensee subject to: (i) Licensee's payment of the support fees described in Section 8, and (ii) Licensee's compliance with its obligations set forth in Section 4 and elsewhere in this Agreement.
- 3.2 The support services to be provided by Vendor pursuant to this Agreement are as follows:
 - 3.2.1 Vendor will provide Licensee with reasonable help desk assistance during the Support Times regarding the installation and implementation of the Software, and the identification, diagnosis and correction of Errors. Vendor will attempt to resolve any support questions posed by Licensee. If Vendor determines that it would be appropriate to do so, Vendor may defer resolution of a support question until a later time. At its discretion, Vendor may, but is not obligated to, provide Licensee with help desk support during times other than the Support Times at Vendor's then standard rates. Licensee shall be responsible for paying charges for such additional help desk support.
 - 3.2.2 Vendor may, at its sole discretion, provide Licensee with access to technical information and Minor Enhancements via Vendor's website.
 - 3.2.3 Vendor will make available to Licensee all Minor Enhancements at no additional cost to Licensee.
 - 3.2.4 Major Enhancements for the Software are not included under this Agreement. Vendor may, but is not obligated to, offer Major Enhancements to Licensee at a reduced fee.
- 3.3 Procedures for Error Correction Services:
 - 3.3.1 To obtain Error Correction services, Licensee must notify Vendor of any suspected Error and must provide Vendor with reasonable detail of the nature of and circumstances surrounding the Error.
 - 3.3.2 Vendor may perform remote diagnostics to determine the existence and nature of an Error reported by Licensee.
 - 3.3.3 Vendor will make reasonable commercial efforts to correct and resolve Errors that Licensee reports to Vendor and which Vendor is able to reproduce. Licensee will promptly provide Vendor with all information requested by Vendor to reproduce such Errors. For each such Error, Vendor will use reasonable commercial efforts to provide Licensee with a workaround, a software patch or, if Vendor is unable to provide Licensee with either of the foregoing, a specific action plan for addressing the Error, including a good faith estimate of the time required to correct and resolve such Error.
 - 3.3.4 Vendor will use reasonable commercial efforts to communicate with Licensee, by telephone or e-mail, within the following targeted response times regarding Errors that Licensee reports to Vendor during the Support Times; for purposes of this Agreement, a "response" means Vendor's acknowledgment of an Error, and does not necessarily mean that a resolution will be achieved.

ERROR PRIORITIES AND RESPONSE TIMES:

Priority	Failure Description	Response Time
1 Fatal	Software not operational.	1 working day
2 Severe Impact	Errors that result in a lack of Software functionality or that cause intermittent system failure.	1 working day

3 Degraded Operations	Errors that cause non-critical Software features consistently to malfunction.	3 working days
4 Minimal Impact	Errors that cause attributes and/or options of utility programs not to operate in accordance with specifications.	Next Licensed Software release

4. LICENSEE'S OBLIGATIONS

- 4.1 Licensee will provide Vendor with detailed problem reports and information on how to reproduce the reported problem, in so far as this is possible, to enable Vendor to meet its support obligations as set forth in this Agreement.
- 4.2 Licensee will grant Vendor access to the machines on which the Software is installed, using Vendor’s preferred internet-based remote control and troubleshooting tools, to enable Vendor to meet its support obligations as set forth in this Agreement.
- 4.3 Licensee shall designate one employee and one alternate as its primary "Support Contacts" to be generally available during the Support Times, to grant and assist in gaining remote access, and to confer with Vendor regarding Errors and other support-related issues. Licensee shall notify Vendor of any changes in the persons designated as primary Support Contacts. At its discretion, Vendor may, but is not obligated to, provide technical support to individuals other than Licensee's Support Contacts.
- 4.4 Licensee shall bear all costs associated with procuring, installing, and maintaining all equipment, telephone lines and communications interfaces necessary for Licensee to obtain Vendor support services.

5. LIMITATIONS ON VENDOR'S SUPPORT OBLIGATIONS

- 5.1 Notwithstanding anything to the contrary elsewhere in this Agreement, Vendor shall have no obligation to provide any support services to Licensee if:
 - 5.1.1 Such support relates to or involves any products, data, features, devices or equipment not provided by Vendor;
 - 5.1.2 Licensee or a third party has altered or modified any portion of the Software or Hardware in any manner without the prior written consent of Vendor;
 - 5.1.3 Licensee has not installed or used the Software in accordance with instructions provided by Vendor;
 - 5.1.4 Licensee has failed to replace earlier versions of the Software with Enhancements made available to Licensee;
 - 5.1.5 A party other than Vendor (or a party authorized by Vendor) has serviced the Software and the Software no longer conforms to its specifications; or
 - 5.1.6 Licensee is not in full compliance with the other terms of this Agreement, the terms of the License Agreement, or any other agreement between Vendor and Licensee.
- 5.2 Vendor's support obligations under this Agreement shall not include electrical work, telephone line work, interconnection work, or technical support, installation, configuration or repair of computers, software, networking components, accessories, parts or devices not furnished by Vendor.

6. ADDITIONAL SUPPORT SERVICES

- 6.1 At its discretion, Vendor may provide Licensee with additional support services not otherwise covered under this Agreement or specifically excluded pursuant to Section 5 above, provided that Licensee pays Vendor for such service separately at Vendor's then standard hourly and expense reimbursement rates. Except to the extent specifically otherwise provided in this Agreement, such support service is not included within the terms of this Agreement.

7. TERM AND RENEWAL

- 7.1 The Initial Support Term of this Agreement will commence on the purchase date (the "Effective Date") and continue in effect for a one year period following the Effective Date. The Agreement shall automatically renew for successive one (1) year Renewal Support Term periods unless terminated in writing by either party at least thirty (30) days prior to the expiration of the Initial Support Term or any Renewal Support Term, subject to Licensee's payment of the applicable fee pursuant to Section 8 of this agreement.

8. ANNUAL MAINTENANCE FEE

- 8.1 An Annual Maintenance Fee will be charged at the commencement of the Initial Support Term of this agreement and at each successive Renewal Support Term as set forth in Section 7 of this agreement.
- 8.2 The Annual Maintenance Fee for the Initial Support Term of this agreement shall be equal to 20% of the retail software cost as set forth in the SlidePro Retail Pricing Summary supplied or made available to you.
- 8.3 The Annual Maintenance Fee is subject to change at the beginning of any Renewal Support Term upon thirty (30) days prior written notice to Licensee; provided, however, that such maintenance fee shall not be increased more than once in any one year period and shall not exceed 3.5% (compounded annually to adjust for inflation) of the Annual Maintenance Fee applicable to the preceding year.
- 8.4 Payment is due within thirty (30) days of the invoice date. Payment not received within thirty (30) days of the invoice date will incur interest at a rate of the lesser of one and one-half (1½) percent or the highest rate allowable by law per month.

9. PAYMENT PROCEDURES

- 9.1 At the start of the Initial Support Term Vendor will invoice Licensee per the Licensee's Annual Payment Election, or Monthly Payment Election, as set forth in Schedule 2 of this agreement. Licensee may change their Payment Election by notifying the Vendor in writing within thirty (30) days before the start of any Renewal Support Term. The available Payment Election options are as follows:
 - 9.1.1 Annual Payment - On an annual basis at the start of the Initial Support Term and any Renewal Support Term Vendor will invoice Licensee for all fees and charges incurred by Licensee pursuant to this Agreement. Licensee shall pay all invoiced amounts in U.S. dollars within thirty (30) days of the date of invoice.
 - 9.1.2 Monthly Payment - On a monthly basis beginning at the start of the Initial Support Term and any Renewal Support Term Vendor will invoice Licensee one twelfth of all fees and charges incurred by Licensee pursuant to this Agreement. Licensee shall pay all invoiced amounts in U.S. dollars within thirty (30) days of the date of invoice.

10. LIMITATION OF LIABILITY

- 10.1 Maximum Liability - In no event shall Vendor's cumulative liability for any claim arising in connection with this Agreement exceed the amount of the total Agreement fees and charges paid to Vendor by Licensee during the twelve (12) months preceding any such claim.
- 10.2 Consequential Damages - Regardless of whether any remedy set forth in this Agreement fails of its essential purpose, IN NO EVENT SHALL VENDOR BE LIABLE TO Licensee FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY KIND AND HOWEVER CAUSED, EVEN IF Vendor KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.
- 10.3 Indemnification - Licensee shall indemnify and hold Vendor, its respective employees, officers, directors, shareholders and agents (collectively, the "Indemnitee") harmless against any and all losses, costs (including court costs and attorneys' fees), damages, settlements, suits, actions, expenses, liabilities, and claims sustained by the Indemnitee arising out of or resulting from Licensee's use of the Software or any material breach by Licensee of the terms and conditions of this Agreement.

11. WARRANTY AND DISCLAIMER

- 11.1 The support services under this Agreement will be provided in a workman-like manner by individuals who are knowledgeable in the operation of the Software and Hardware. All software bug fixes, workarounds, Error corrections and Enhancements are provided on an "AS IS" basis.
- 11.2 Except as provided in Section 11.1 above, Vendor expressly disclaims all other warranties related to the Software, Hardware, or services provided under this Agreement, whether express or implied, including (without limitation) any warranty of merchantability or fitness for a particular purpose, or non-infringement. Vendor does not warrant that all errors will be corrected. Vendor shall have no liability to Licensee for any liability or damage sustained by Licensee as a result of any claim or action brought or asserted against Licensee by any third party.

12. TERMINATION

- 12.1 This Agreement may be terminated as follows:
 - 12.1.1 License Agreement Termination - This Agreement shall immediately and automatically terminate upon the termination of the Software License Agreement.
 - 12.1.2 For Breach - Either Vendor or Licensee may terminate this Agreement immediately upon the occurrence of an uncured breach by the other party of a material provision of this Agreement. An uncured breach is a breach that the breaching party has not corrected to the non-breaching party's reasonable satisfaction within thirty (30) days after the non-breaching party has provided the breaching party with written notice specifying details of the breach.
 - 12.1.3 Financial Condition - Either party may terminate this Agreement on the occurrence of the filing of a petition or seeking of relief under applicable bankruptcy or insolvency laws by or against the other party.
- 12.2 Post-Termination Responsibilities - Following termination of this Agreement, Vendor shall immediately invoice Licensee for all accrued fees and charges and all reimbursable expenses, and Licensee shall pay the invoiced amount immediately upon receipt of such invoice.

13. FORCE MAJEURE

- 13.1 The Vendor will be free of liability to the Licensee where the Vendor is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Vendor has taken any and all appropriate action to mitigate such an event.

14. WAIVER

- 14.1 If the Vendor fails, at any time during the term of this Agreement, to insist upon strict performance of any of Licensee's obligations under this Agreement, or if Vendor fails to exercise any of the rights or remedies to which Vendor is entitled under this Agreement, this shall not constitute a waiver of such rights or remedies and shall not relieve Licensee from compliance with such obligations.
- 14.2 A waiver by Vendor of any default shall not constitute a waiver of any subsequent default.
- 14.3 No waiver by Vendor of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to Licensee in writing.

15. GOVERNING LAW

- 15.1 The Parties to this Agreement agree that venue in the event of any lawsuit shall be in the State of New York. This Agreement will be enforced or construed according to the laws of the State of New York.

16. SEVERABILITY

- 16.1 If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

17. MISCELLANEOUS

- 17.1 This Agreement can only be modified in writing signed by both the Vendor and the Licensee.
- 17.2 This Agreement does not create or imply any relationship in agency or partnership between the Vendor and the Licensee.

- 17.3 If any of the terms or conditions set forth in this agreement conflict with any of those contained in the License Agreement, the terms and conditions of this agreement shall control.
- 17.4 Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
- 17.5 This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.
- 17.6 This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Vendor's successors and assigns.

18. NOTICES

- 18.1 Unless otherwise specified in this Agreement, all notices shall be in writing and shall be mailed (via registered or certified mail, return receipt requested), delivered by a nationally recognized express courier service, or personally delivered to the other party at the address set forth below (or at such other address as either party may designate in writing to the other party). All notices will be effective upon receipt.

For Vendor:

Legal Department
 Detangle IT
 PO Box 121
 Oceanside, NY 11572

For Licensee:

Attention

Address

City State Zip

SCHEDULE 1

Licensee's Support Contacts and Support Times

Licensee: Please indicate two support contacts (as per paragraph 4.3)

Support Contact 1	Support Contact 2
<p>_____</p> <p>First Name Last</p> <p>_____</p> <p>Address</p> <p>_____</p> <p>City State Zip</p> <p>_____</p> <p>Office Phone</p> <p>_____</p> <p>Mobile Phone</p> <p>_____</p> <p>Other Phone</p> <p>_____</p> <p>Email</p>	<p>_____</p> <p>First Name Last</p> <p>_____</p> <p>Address</p> <p>_____</p> <p>City State Zip</p> <p>_____</p> <p>Office Phone</p> <p>_____</p> <p>Mobile Phone</p> <p>_____</p> <p>Other Phone</p> <p>_____</p> <p>Email</p>
<p>Support Times</p> <p>Monday through Friday, 8:00 a.m. through 5:00 p.m. Eastern Time, Excluding U.S. Public Holidays.</p>	

SCHEDULE 2
Payment Election

Licensee – please check to indicate your preference. If left blank Annual Payment will prevail.

_____ Annual Payment

_____ Monthly Payment -Twelve (12) equal monthly payments

Acceptance

Signature

Date

Signed by (Print Name)

Title

For (Company Name)

Company Address

City

State

Zip

Detangle IT – Client Profile

Thank you for your interest in Detangle IT and SlidePro Software. We look forward to a rewarding business relationship. Please provide the following information for our records.

Date _____

Company Information

Company Name _____

Primary Address _____

City _____ State _____ Zip _____

Phone Number _____ Fax Number _____

What account number did your company assign to Detangle IT, Inc. (if any) _____

Accounts Payable

Attention: _____

Address _____

City _____ State _____ Zip _____

Phone Number _____ Fax Number _____

E-mail _____

Please complete and return this information page along with a copy of your signed Quote, Purchase Order and Tax Exempt Certificate (if applicable) to:

Detangle IT, Inc. PO Box 121 Oceanside, NY 11572

or

Fax to: (516) 594-5066