Software Maintenance & Support Agreement

This agreement is for the purpose of defining the terms and conditions under which Technical Support, Maintenance and Software Upgrades will be provided by Wekart Incorporation to the undersigned organization (Geological Survey Co-Operative Society Ltd.) for the support of customized Software.

Overview

Software Assurance is an annual subscription that includes: Technical Support and Maintenance.

Support Fees

Customer agrees to pay a fee of 30% of the quotation cost/year for each license. Payment for each renewal term shall be due within thirty (30) days of the renewal date at the Vendor's current price for a support agreement.

Non-Support Agreement Customers

Customers not engaged in a current Support Agreement contained herein, may only obtain technical support at a cost of 10% of the quotation cost/year.

Taxes

This agreement shall start on the Effective Date stated below. This agreement shall run for a period of one (1) years from the Effective Date and shall automatically renew for consecutive one (1) year periods unless either party provides written notice of termination within sixty (60) days prior to the anniversary of the Effective Date.

Vendor Responsibilities

Vendor will notify Client of any material defects or malfunctions in the Software or related documentation that it learns from any source. These material defects will be published in one of the following methods: email, telephone or written letter.

Vendor will, from time to time, supply Client with copies of the Software and relevant documentation revised to reflect significant updates and enhancements to the software made by Vendor, if any, during the period of this Agreement. Such enhancements may include, without limitation, modifications to the Software that increase its speed, efficiency, and/or ease of operation.

Within a reasonable time after being given written notice thereof, Vendor will correct inherent material errors in the Software that are not caused by Client's misuse, improper use, alteration or damage of the Software.

Vendor will supply Client with reasonable means of accessing modifications and enhancements to the Software, through the use of a network download. Vendor is not obligated under this Agreement to perform on-site installation of modifications and enhancements.

Customer Responsibilities

Customer shall always supply support requests in written form, either by letter, or email.

Customer agrees to comply with all requests of the Vendor and to provide access to all documents, files, computers and servers necessary to the performance of the Vendor's duties under this Agreement.

Customer agrees to follow the Vendor's minimum hardware and software requirements in order for the Software to function properly in a production environment.

Customer agrees that Vendor is not responsible, nor obligated to change Software due to Customer's change in business practices, polices or procedures. However, Customer may request new features or upgrades to accommodate all or part of said practices, polices or procedures.

Customer shall provide to Vendor all data that is relevant for resolving each support request. Relevant data may include, but is not limited to, log files, database dumps, program scripts, descriptions of the hardware and software environment, examples of inputs, and expected and actual outputs.

Customer acknowledges that it is the sole responsibility of the Customer, at all times, including specifically during all service functions performed by Vendor pursuant to this Agreement and undertaken on the Customer's local installation of the supported Software, to protect and maintain an up-to-date and restorable backup of any and all databases, files, utilities, software and other systems which Vendor's staff may directly access or in connection with which Vendor's staff may offer advice.

Customer represents and warrants to Vendor that it:

(a) Is engaged in a lawful business enterprise;

(b) Is not a competitor or competing organization with a similar product;

(c) Can form legally binding contracts and is authorized to enter into this Agreement; and

(d) Is in compliance with all applicable laws appropriate to its location of business and nature of work.

Technical Support

The Client may open a new Support Incident by calling the Vendor's telephone support phone number, emailing a technical support engineer or submitting a form online. Support assistance

may be delivered by telephone, email and/or remote assistance via a web meeting. Vendor will respond to the Support Incident in accordance with the Support Response Times section.

Support will be provided to the Client for assistance with software bugs, repair of known issues, troubleshooting of software malfunctions, installation and deployment, general questions, end user questions, software administration and best practices procedures. Vendor is not responsible for software or hardware of third parties, but may, at the discretion of the support engineer, assist in troubleshooting these third party hardware/software issues.

Vendor will supply user license copies of any of these updates and/or enhancements without additional charge. Vendor will give reasonable assistance to Client in installing and operating any new release or enhancement, provided, however, that if such assistance is to be provided onsite, such services will be charged at Vendor's then current consulting rate.

Software Maintenance

During the term of this agreement, Vendor will provide the Customer with copyrighted patches, bug fixes and releases of the Software along with other generally available technical material. These maintenance materials including the Software may not be used to increase the licensed number of versions or copies of the Software. The Customer agrees not to use, sell or transfer the prior version but to destroy or archive the prior version of the Software. All patches, bug fixes and releases shall be subject to the license agreement related to the Software.

Support Hours

Vendor will provide support Monday through Friday from 9:00AM to 5:00PM CST with the exception of Vendor holidays. If Customer requires support outside of normal support hours, this can be arranged on a case by case basis and is subject to the availability of the support engineer and may require a minimum of 24 hrs advance notice to the Vendor.

Support Response Times

Classification	Initial Resolution	Final Resolution
P1 – High	< 1 business days	< 5 business days
P2 – Medium	< 3 business days	< 10 business days
P3 – Low	< 5 business days	< 15 business days

Unresolved Calls

Not all calls may be resolved while the technician is on the phone. Some calls require testing and/or assistance from our programming department to resolve. Vendor will keep the designated contact person updated as to the status of the open call if the problem cannot be resolved while on the phone with the technician.

Confidential Information

All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Vendor and will not be disclosed or used by Vendor except to the extent that such disclosure or use is reasonably necessary to the performance of Vendor's Work.

All information relating to Vendor that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement.

These obligations of confidentiality will extend for a period of 12 months after the termination of this agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

Customer agrees not to directly or indirectly reverse engineer, decompile, replicate, reproduce any or all parts of the software, including but not limited to its screens, database, database structures, executable programs, libraries, images, or scripts.

Entire Agreement

This Agreement together with any attachments referred to herein constitute the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

Termination

This agreement may be terminated for non-payment or material breach. Fees paid or due are nonrefundable unless. Termination of this agreement may only be made by a designated contact listed in the Designated Contacts section of this agreement. Upon termination of this Agreement, Service Provider shall have no further obligation to provide any Services hereunder to Customer.

CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. CUSTOMER REPRESENTS TO WEKART THAT CUSTOMER UNDERSTANDS THOSE TERMS AND CONDITIONS AND AGREES TO BE BOUND BY THEM.

CUSTOMER:

_____

Software Product Name

_____

Organization

_____

Name & Title

_____

Authorized Signature

_____

Effective Date