

PARIS TECHNOLOGIES, INC.

SOFTWARE MAINTENANCE AGREEMENT

This is a legal agreement between you (either an individual or an entity), the registered user, and PARIS Technologies, Inc. If upon receipt of the SOFTWARE you do not agree to the terms of this Agreement, discontinue the installation of the SOFTWARE, destroy any copies of the SOFTWARE, and request a full refund from the place where the SOFTWARE was purchased.

SOFTWARE MAINTENANCE:

With the purchase of software maintenance, PARIS Technologies, Inc. (PARIS) will provide, to the user identified in the License Fact Sheet supplied with the SOFTWARE, SOFTWARE MAINTENANCE, which consists of all updates to the SOFTWARE that you have licensed from PARIS. Updates consist of new releases of the SOFTWARE, functional enhancements and error corrections to the SOFTWARE, as commercially released by PARIS during the term of this SOFTWARE MAINTENANCE AGREEMENT. Updates include access to one electronic manual for each license purchased. Printed copies of documentation may be purchased from PARIS. SOFTWARE Updates, new releases, functional enhancements, and error corrections are subject to the terms of the SOFTWARE LICENSE AGREEMENT.

Error correction support includes consultation via telephone, facsimile, or electronic mail, concerning rectifying reproducible situations in which the SOFTWARE does not function in accordance with the documentation (each, an Error). For each suspected Error, the user must provide PARIS with sufficient information to enable PARIS to reproduce the Error; PARIS will then attempt to diagnose the Error and provide a solution. If PARIS's diagnosis reveals that a suspected Error falls within one of the EXCLUSIONS set forth below, PARIS is not obligated to provide a solution as part of SOFTWARE MAINTENANCE, and the user must request and pay for additional technical or consulting support services.

PARIS's solutions at PARIS's sole discretion for Error Correction include: 1) providing a 'work around' or an alternative solution, 2) providing a modification to the SOFTWARE, or 3) providing advice to the user as to when such modification may be incorporated into a future release of the SOFTWARE.

SOFTWARE MAINTENANCE does not include assistance with the development or operation of user applications based upon the SOFTWARE and application support will be provided only in response to the registered user's request for additional technical or consulting support services.

ADDITIONAL TECHNICAL SUPPORT FOR REGISTERED USERS:

Technical support is NOT included under this SOFTWARE MAINTENANCE AGREEMENT. Technical support may be purchased from PARIS via a SOFTWARE SUPPORT AGREEMENT.

SOFTWARE TECHNICAL SUPPORT may be purchased in units defined as an incident. An incident is a single technical question or instance of an issue that cannot be broken down into subordinate issues. For a technical issue that can be separated into subordinate issues, each issue is considered a separate incident; consequently, each must be submitted as a separate incident request. Each incident will be assigned an incident number and each incident will be tracked.

PARIS or an authorized PARIS consultant may provide SOFTWARE TECHNICAL SUPPORT during normal business hours, Monday through Friday, from 0830 to 1730 hours Eastern Time (unless otherwise available), excluding holidays.

EXCLUSIONS:

PARIS will not be responsible to provide any SOFTWARE MAINTENANCE services described in this SOFTWARE MAINTENANCE AGREEMENT which are occasioned by:

- Modification of the SOFTWARE by anyone other than PARIS.
- Use of the SOFTWARE for any purpose other than intended.
- Use of the SOFTWARE in a computing environment that contains one or more components with which the SOFTWARE is not compatible.
- Use of the SOFTWARE with any other software not pre-approved by PARIS.
- Failure of the registered user to install any SOFTWARE update or any operating system release, provided that the uninstalled SOFTWARE update or operating system release resolves issues for which maintenance support or technical support has been requested.
- Any willful or negligent action or omission of the registered user.
- Any misuse or incorrect use of the SOFTWARE.
- Any malfunction of software not covered by this SOFTWARE MAINTENANCE AGREEMENT.
- Any malfunction of hardware or any other component of the user's computing environment.

ELECTRONIC MAIL AND WEB SITE ACCESS:

PARIS may elect to provide answers to registered user's questions, software examples, technical documentation, and resolution of suspected Errors to users via electronic mail; or users may be directed to information on the PARIS Internet web site (www.paristech.com). To access this information, users may be required on their own account to obtain additional software, equipment and Internet access.

DISCLAIMER OF WARRANTIES:

PARIS EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES DESCRIBED HEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR COURSE OF PERFORMANCE.

LIMITATIONS AND EXCLUSIONS OF LIABILITY:

EXCEPT FOR LIABILITY FOR PERSONAL INJURY AND LIABILITY ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL PARIS BE LIABLE FOR LOSS OF PROFITS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED BY THE REGISTERED USER ARISING OUT OF OR IN CONNECTION WITH THIS SOFTWARE MAINTENANCE AGREEMENT, THE SOFTWARE, OR THE SOFTWARE MAINTENANCE OR SUPPORT SERVICES, FOR ANY CAUSE OF ACTION INCLUDING TORT, CONTRACT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF PARIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

MAXIMUM AGGREGATE LIABILITY:

EXCEPT FOR LIABILITY FOR PERSONAL INJURY AND LIABILITY ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF PARIS ARISING OUT OF OR IN CONNECTION WITH THIS SOFTWARE MAINTENANCE AGREEMENT, THE SOFTWARE OR THE SOFTWARE MAINTENANCE OR SUPPORT SERVICES FOR ANY CAUSE OF ACTION INCLUDING TORT, CONTRACT, NEGLIGENCE OR STRICT LIABILITY, EXCEED THE TOTAL ANNUAL MAINTENANCE FEE PAID BY THE REGISTERED USER FOR THE YEAR IN WHICH THE CAUSE(S) OF ACTION AROSE.

TERM AND TERMINATION:

The registered user, as identified in the License Fact Sheet supplied with the SOFTWARE, will receive the SOFTWARE MAINTENANCE services described in this SOFTWARE MAINTENANCE AGREEMENT for a one-year period or subscription term, beginning on the Maintenance Commencement Date specified on the License Fact Sheet and on the invoice or work order.

This agreement may be terminated by PARIS for the user's nonpayment of invoices due to PARIS when due.

Payments for renewals of this SOFTWARE MAINTENANCE AGREEMENT are due upon receipt of PARIS's invoice at the time of expiration of the then current maintenance period. If payment is not made when due upon expiration of the then current period then this SOFTWARE MAINTENANCE AGREEMENT will lapse and a reinstatement fee will apply.

If the registered user does not desire to extend this SOFTWARE MAINTENANCE AGREEMENT after any one-year maintenance period, the registered user must notify PARIS in writing at least 90 days prior to the anniversary of the Maintenance Commencement Date.

Unless the registered user notifies PARIS that they do not wish to extend this SOFTWARE MAINTENANCE AGREEMENT at least 90 days prior to any anniversary of the Maintenance Commencement Date, the agreement will automatically renew at the then current price and PARIS will invoice the registered user for an additional twelve-month subscription term for annual maintenance and technical support. This renewal will begin on the anniversary of the SOFTWARE MAINTENANCE AGREEMENT Commencement Date.

Should the registered user notify PARIS at any time during the term of this SOFTWARE MAINTENANCE AGREEMENT that they wish to terminate the agreement, no refund (whether pro-rated or not) will be given.

CONTINUITY OF COVERAGE:

Should the registered user allow this SOFTWARE MAINTENANCE AGREEMENT to lapse, for whatever reason, and then decide to resume SOFTWARE MAINTENANCE, the registered user must reinstate the SOFTWARE MAINTENANCE AGREEMENT by payment of the full value of SOFTWARE MAINTENANCE for each year of the lapse plus an additional 50% reinstatement fee. The registered user is responsible for installing each full release of the SOFTWARE within ninety (90) days after the date of its release. PARIS will provide SOFTWARE MAINTENANCE for the previous full release version of the SOFTWARE for a period not to exceed six (6) months following the date of the most current full release.

PRICE AND PAYMENT:

The price for the MAINTENANCE SERVICES provided under this SOFTWARE MAINTENANCE AGREEMENT will be determined by reference to the then-current PARIS pricing. PARIS will invoice the registered user for services not covered by this SOFTWARE MAINTENANCE AGREEMENT, such as support for design, consulting and training services, other services, related travel and other costs which have been requested by the registered user in accordance with the then-current pricing. All amounts provided and any receipt, invoice, or work order related to this SOFTWARE MAINTENANCE AGREEMENT are exclusive of all taxes, excises or levies of any kind. The registered user is responsible for all and any, taxes, excises or levies of any kind.

DISPUTES ARBITRATION:

All disputes arising out of or in connection with this SOFTWARE MAINTENANCE AGREEMENT shall be finally resolved by binding arbitration in Philadelphia, Pennsylvania USA in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The Parties agree that this SOFTWARE MAINTENANCE AGREEMENT will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania USA, excluding the Convention on Contracts for the International Sale of Goods and that body of law known as conflicts of laws.

GENERAL TERMS:

This SOFTWARE MAINTENANCE AGREEMENT may not be assigned by either party without the prior written consent of the other party. If any provision of this SOFTWARE MAINTENANCE AGREEMENT shall be held to be invalid or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. PARIS, its resellers, and the registered user will be and shall act as independent contractors and not as an agent or partner of, or in a joint venture with, the other party for any purpose.