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TraxFast SOFTWARE MAINTENANCE AGREEMENT

This Agreement is made this _____ day of _____, 200__, between eTeklogics LLC (hereinafter called "eTeklogics"), and:

Company Name: _____

Address: _____

City/State/Zip: _____

(Hereinafter called "LICENSEE").

eTeklogics and LICENSEE agree that the following conditions shall govern the maintenance responsibilities for the computer software product called TraxFast as described in the executed License Agreement between **eTeklogics** and LICENSEE.

1. Software Maintenance

- 1.1 The maintenance services and materials defined in this section are provided free during the warranty period defined in the License Agreement. Thereafter, payment of the Annual Maintenance Fee as specified on the current TraxFast Price List will entitle LICENSEE to these services and materials.
 - (a) Enhancements, updates, and modifications to the **eTeklogics** products, including new releases, when and if developed. The definition and schedule of these enhancements, updates, and modifications shall be at the sole discretion of **eTeklogics**.
 - (b) **eTeklogics** shall furnish LICENSEE with the Software, including program loading instructions and Release Note documentation. If on-site assistance is requested for the installation of the Software, LICENSEE shall be charged the appropriate **eTeklogics** hourly support fees and shall reimburse **eTeklogics** for travel and living expenses incurred by **eTeklogics** in rendering such services.
 - (c) If LICENSEE notifies **eTeklogics** that it suspects an error in the program logic of the Software, **eTeklogics** shall use its best efforts to confirm the existence of such an error. If **eTeklogics** does confirm the existence of such error, **eTeklogics** shall correct it as part of its obligations hereunder.
- 1.2 Maintenance will be provided only for the then current release of the Software. Maintenance will be provided at **eTeklogics** option if LICENSEE has, in whole or part, modified or changed the Software.
- 1.3 LICENSEE acknowledges that the continued integrity and maintainability of the Software is dependent upon the installation of all updates to the Software provided by **eTeklogics** to the LICENSEE.

2.0 Support Services

- 2.1 During the term of the Agreement, LICENSEE will receive support for an unlimited number of telephone incidents. **eTeklogics** reserves the right to limit each telephone call to one-half hour and to limit each contact to one incident as defined below. **eTeklogics** may also limit or terminate support services to, or may elect not to renew the Agreement if LICENSEE uses the service in an irregular, excessive, abusive or fraudulent manner.
- (a.) For purposes of this Agreement, an "incident" means (i) a single issue or problem that LICENSEE asks a support representative to analyze or resolve, (ii) a product-usage question that involves a single topic from a menu option contained within the software, or (iii) a single question on a specific fixed asset tracking topic. The technical support representative will determine how many incidents will be handled during the course of the telephone contact.
- (b.) Support availability may occasionally deviate from stated hours due to downtime for systems and server maintenance, company events, observed U.S. holidays, and events beyond our control. Use of the toll-free support number is available within the United States during the business hours of 8:30 am to 4:30 pm EST.
- (c.) **eTeklogics** shall not be responsible for connectivity issues caused by third-party services, service providers, hardware or software. The Agreement does not cover inquiries on accounting practices, nor does it include applications consulting or training.

3.0 Payments and Terms

- 3.1 The Annual Maintenance Fee shall be on an annual basis and shall be payable in advance by the first day of the beginning effectivity date of the agreement, commencing upon the expiration of the warranty or expiration of the agreement period and continuing for an initial term of one year. Thereafter, **eTeklogics** may modify the Maintenance Fee upon sixty (60) days written notice.
- 3.2 If the LICENSEE fails to pay the annual Maintenance Fee then maintenance will be discontinued and can be reinstated only with the consent of **eTeklogics** and payment of all Maintenance Fees in arrears plus applicable finance charges. Finance charges are computed on balances over 30 days at an annual percentage rate of 18%.
- 3.3 In the event LICENSEE requests any support other than that included under the terms of this Agreement, **eTeklogics** shall, depending on the availability of its personnel, use reasonable efforts to furnish it for such charges as **eTeklogics** shall then be charging and on such terms and conditions as **eTeklogics** shall then be imposing.
- 3.4 All payments are exclusive of any tariffs, duties, or taxes imposed or levied by any government or government agency. LICENSEE shall be liable for payment of all such taxes, however designated, levied or based on the Software, its use, or this Agreement, including without limitation state or local sales, use, personal property, or other taxes.

4.0 Miscellaneous

- 4.1 LICENSEE shall not, directly or indirectly, induce any officer, agent, or employee of **eTeklogics** to leave the employ of **eTeklogics**.
- 4.2 LICENSEE agrees that this Agreement and the Software may not be assigned, sublicensed, or transferred without the written consent of **eTeklogics**.
- 4.3 The headings for each section are stated for convenience only and are not to be construed as limiting.

- 4.4 If a part of this Agreement is held unenforceable or invalid or prohibited by law, it shall be struck from the Agreement and shall not affect the enforceability of the other parts of this Agreement.
- 4.5 This Agreement will be governed in all respects by the laws of Ohio.
- 4.6 Any dispute under this Agreement shall be arbitrated in accordance with the rules of the American Arbitration Association and a judgment may be entered on any award in any court of competent jurisdiction
- 4.7 **eTeklogics** and LICENSEE mutually agree to treat all information obtained from either party as confidential and not to disclose such information to any third party, except as otherwise indicated within this Agreement or as such information would have been otherwise reasonably available from public sources or as either organization is required to provide such information to any court of law or government agency.
- 4.8 Any notice required or permitted to be sent hereunder shall be deemed delivered if mailed, postage prepaid, by first class registered or certified mail, to either party at the following addresses, or such other addresses which either party may so notify the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

LICENSEE:

eTEKLOGICS, LLC

Authorized Signature

Authorized Signature

Name

Name

Title

Title