

LARSON SOFTWARE TECHNOLOGY, INC.
Software Maintenance Agreement

Larson Software Technology, Inc. (LST) and _____(Customer) accept the following software maintenance and support agreements subject to the following items and conditions. The maintenance period covers the software product(s) stated herein which is covered by separate license(s).

MAINTENANCE Maintenance includes error corrections, access to program improvements and enhancements, telephone assistance, responses to written problem reports, documentation updates and permission to migrate to new or different workstation or server. LST agrees to make its best effort to correct in a timely manner, software errors reported to LST in writing by customer. LST shall provide Customer with periodic Releases and Updates that embody such corrections and enhancements. LST does not guarantee that all errors will be corrected or that updates will be compatible with previous versions.

ELIGIBILITY Customers must be current in the payment of fees and charges due LST under this agreement and the underlying Software License Agreement, and must have accepted and installed the most recent Release under this agreement.

TERM The term of this Agreement shall be for one (1) year beginning after the initial installation of the product or final payment has been received by LST, whichever comes first. This Agreement shall automatically terminate upon any act of bankruptcy by or against Customer, upon any assignment for the benefits of creditors of Customer, upon an attachment, execution of judgment or process against Customer or its assets, upon dissolution of Customer.

MAINTENANCE FEE For the services described herein, the Customer shall pay LST or its designee a non-refundable fee due and payable upon execution of this agreement. Renewals shall be on a year-to-year basis at the prevailing rate unless Customer gives LST written notice thirty (30) days prior to the end of Term. Renewal fee shall be due and payable on the effective renewal date.

LIMITED WARRANTY Any release or update is provided "as is" without any warranty express or implied, including any warranty of merchantability and fitness for a particulate purpose. LST shall not be liable for any damages caused by delay in delivery or installation. Customer further agrees that LST shall not be liable for consequential damages, even if LST has been advised of the possibility of such damages.

MISCELLANEOUS This Agreement represents the complete and exclusive statement of the agreements concerning this license between the parties and supercedes all prior agreements and representations between them. It may be amended only in writing and executed by both parties. If any provision of this Agreement is held to be ineffective, unenforceable, or illegal under certain circumstances for any reason, such decision shall not affect the validity or enforceability (i) of such provision under other circumstances or (ii) of the remaining provisions hereof under all circumstances and such provision shall be reformed to any only to the extent necessary to make it effective, enforceable and legal under such circumstances. All headings are solely for convenience and shall not be considered in interpreting this Agreement. This Agreement shall be governed by and construed under Texas Law as such law applies to agreements between Texas residents entered into and to be performed entirely within Texas, except as required by U.S. Government Rules and Regulations to be governed by Federal Law.

THE PARTIES WARRANT THAT THEY HAVE FULL POWER AND AUTHORITY TO ENTER INTO AND PERFORM THIS AGREEMENT, AND THAT THE PERSONS SIGNING THIS AGREEMENT ON THEIR BEHALF HAVE BEEN DULY AUTHORIZED AND EMPOWERED TO ENTER INTO THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY THIS AGREEMENT.

CUSTOMER

By: _____

Date: _____

LARSON SOFTWARE TECHNOLOGY, INC.

By: _____
Don Larson
President

Date: _____

Products:

