

WARRANTY and SOFTWARE SUPPORT SERVICE AGREEMENT

between

(BUYER)

and

SCREENJET LIMITED

of The Stables, Welland Court, Upton-upon-Severn, England, WR8 0ST
(SCREENJET)

SCREENJET shall provide the warranty and support services described herein for the software listed in the attached Exhibit A - Product Support List. BUYER may authorise support by submitting orders, subject to SCREENJET's acceptance, which reference this AGREEMENT. The AGREEMENT shall continue in effect until terminated under the terms stated herein.

DEFINITIONS

The following terms as used herein have the meanings set forth below:

1. 'AGREEMENT' means this document together with its attached Exhibits and all orders referencing this AGREEMENT.
2. 'BUYER' means the party contracting to receive support services under the terms of this AGREEMENT.
3. 'SCREENJET' means ScreenJet Limited, the party contracting to provide support services under the terms of this AGREEMENT.
4. 'PRODUCT' means any software listed in Exhibit A - The Product Support List.
5. 'SUPPORT LEVEL' means the level of support selected by BUYER for PRODUCT as listed in Exhibit A – The Product Support List.
6. 'SUPPORT ENGINEER' means a SCREENJET representative allocated to providing the support services.
7. 'PRIMARY CONTACT' means a person designated by BUYER trained in the operation and use of PRODUCT(s) and in the use and operation of the hardware and software system upon which PRODUCT(s) are to be supported and to whom BUYER has delegated the primary responsibility for liaison with SCREENJET.
8. 'ALTERNATE' means a person designated by BUYER trained in the operation and use of PRODUCT(s) and in the use and operation of the hardware and software system upon which PRODUCT(s) are to be supported and to whom PRIMARY CONTACT has delegated responsibility for liaison with SCREENJET in the absence of PRIMARY CONTACT.
9. 'TIPS' means 'Telephone-In Problem Service', an optional service offered by SCREENJET to BUYER whereby PRIMARY CONTACT may telephone SCREENJET regarding PRODUCT related problems.
10. 'SUPPORT WEB SITE' SCREENJET's dedicated support web site www.screenjetdev.com

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1. ACCESSING SUPPORT

Support Interface

- (1) SCREENJET's primary media for the communication of Warranty and Support Problem Requests (SPRs) is the support pages within its dedicated SUPPORT WEB SITE. This facility provides a two way notification system, through which you can log SPRs, and by which ScreenJet can keep you informed of the current status of your report.
- (2) SCREENJET will use its reasonable endeavours to maintain 24-hour access to the SUPPORT WEB SITE but cannot guarantee (and will not be liable for any failure to provide) continuous, uninterrupted availability.
- (3) The SUPPORT WEB SITE is regularly monitored during SCREENJET's regular business hours as published on that web site (currently 09:00 to 17:30 GMT), Monday to Friday each week, except for statutory public holidays. SCREENJET's regular business hours shall be subject to change upon prior notification on that web site.
- (4) SCREENJET reserves the right to establish and amend procedures for the use of the SUPPORT WEB SITE and the User agrees to follow the reasonable instructions and procedures of SCREENJET for the use of the same.
- (5) SCREENJET shall provide PRIMARY CONTACT with remote training on the use of the SUPPORT WEB SITE. It will be the responsibility of the PRIMARY CONTACT to maintain their contact details and those of any ALTERNATE contacts.
- (6) If a problem is diagnosed with PRODUCT(s), the problem may be reported by PRIMARY CONTACT or ALTERNATE by submitting a System Problem Request (SPR) via the SUPPORT WEB SITE.

2. WARRANTY SUPPORT SERVICES

- (1) WARRANTY SUPPORT, Software and documentation for each PRODUCT which does not meet or exceed its written specifications including such customisation specifications as may have been requested by BUYER shall be corrected by SCREENJET to meet the intent of the specifications on request by BUYER.

Problem Diagnosis

- (2) It is the entire responsibility of the BUYER when making a WARRANTY SPR request to correctly identify the error and if requested by SCREENJET to supply any materials or samples reasonably requested to enable SCREENJET to verify the problem.

Software and Documentation Corrections

- (3) SCREENJET's obligations to correct any errors or malfunctions shall be limited to SCREENJET supplying corrected program code and/or documentation to BUYER when available. BUYER's right to use such corrected program code and/or documentation shall be subject to the conditions of use specified within the licence agreement for each PRODUCT.

Software and Documentation Releases

- (4) From time to time, at the sole discretion of SCREENJET, new releases of PRODUCT(s) may be offered. SCREENJET shall provide PRIMARY CONTACT with one copy of each such release as provided for in Section 2 - Eligibility for Software Releases.

- (5) SCREENJET shall provide such documentation as SCREENJET deems to be necessary for a smooth transition from the old release to the new.
- (6) Additional training may be requested by BUYER and if supplied by SCREENJET shall be charged on a time and materials basis on the terms and conditions shown in Section 8. All such training shall be held at a site to be agreed between SCREENJET and BUYER. All travel and expenses resulting from such training shall be borne entirely by BUYER.

Eligibility for Software Releases

- (7) Software and documentation releases shall be subject to the conditions of use specified within the licence agreement for each PRODUCT.
- (8) The distribution and content of software releases is determined by the Software Type of the PRODUCT:

- (a) Type I Software is unmodified standard SCREENJET software.

BUYER shall be eligible to receive at no additional charge new releases for Type I Software PRODUCT(s). Each such release shall include the required programs and documentation necessary to install and make operational the new release in an appropriately configured hardware and software system executing only standard software.

- (b) Type II Software is software derived from Type I Software and includes modifications to Type I Software as requested by BUYER made by or formally accepted for support by SCREENJET.

BUYER shall be eligible to receive at no additional charge new releases for Type II Software PRODUCT(s). Each such release shall include the required programs and documentation necessary to install and make operational the Type I PRODUCT release in an appropriately configured hardware and software system executing only standard software. Charges, if any, to make modifications to the new release for integration into BUYER's system containing Type II Software are not covered by this AGREEMENT.

- (c) Type III Software is bespoke software designed and programmed specifically for BUYER and contains no, or incidental, standard coding.

BUYERs of Type III Software shall receive no new releases of such software under this AGREEMENT.

3. STANDARD SUPPORT SERVICES

- (1) STANDARD SUPPORT incorporates all WARRANTY SUPPORT services.

Problem Diagnosis

- (2) SCREENJET may at its discretion assist BUYER in the diagnosis of problems or defects in the Software or Documentation of PRODUCT(s)

Remote Diagnosis

- (3) SCREENJET may at its discretion request remote diagnosis utilising a modem and telephone link or Internet Access provided by BUYER.

4. OPTIONAL SUPPORT SERVICES

- (1) The following OPTIONAL SUPPORT services are offered by SCREENJET as extra-cost options which are not included in the STANDARD SUPPORT fees.

Type II and Type III Software Environment

- (2) For supported PRODUCT(s) of Type II and Type III, SCREENJET will maintain a copy of the software supplied to BUYER at the latest release level, which can be utilised by SCREENJET in isolating and resolving BUYER reported problems.

Telephone Assistance

- (3) SCREENJET shall provide PRIMARY CONTACT with a specific telephone number for the TIPS service such number to be used solely and exclusively by PRIMARY CONTACT to contact SCREENJET for assistance with PRODUCT(s). Such assistance shall consist of SCREENJET consulting by telephone with PRIMARY CONTACT in identifying problems, their causes, repair responsibility and workarounds for the problems found.
- (4) The hours of coverage for telephone assistance shall be during SCREENJET's regular business hours of 0900 hrs to 1730 hrs GMT, Monday to Friday each week, except for statutory public holidays.
- (5) The maximum time that shall elapse between receipt at SCREENJET of a request via the TIPS service for a telephone consultation and a SUPPORT ENGINEER being available to give that consultation shall be four hours during the hours of coverage.

Additional TIPS Caller

- (6) This service adds an additional authorised caller to the TIPS number otherwise available only to PRIMARY CONTACT and ALTERNATE at the primary system location.

Support engineering Services

- (7) These services are available on a time and materials basis on the terms and conditions shown in Section 8. Such services are subject to a minimum chargeable period of one half of a working day.

5. EXCLUDED SUPPORT SERVICES

- (1) SCREENJET reserves the right to charge on a time and materials basis on the terms and conditions shown in Section 8 for services provided by SUPPORT ENGINEERS that are not directly the result of an error or malfunction in one or more PRODUCT(s).
- (2) SCREENJET reserves the right to charge on a time and materials basis on the terms and conditions shown in Section 8 for services provided for PRODUCT(s) which have been subject to modification by parties other than authorised SCREENJET personnel where such modifications have not undergone formal support acceptance by SCREENJET.
- (3) SCREENJET reserves the right to charge on a time and materials basis on the terms and conditions shown in Section 8 for support services provided for PRODUCT(s) as a direct result of incorrect installation or relocation by parties other than authorised SCREENJET personnel. SCREENJET also reserves the right to charge on a time and materials basis on the terms and conditions shown in Section 8 for any work required to bring such incorrectly installed or relocated PRODUCT(s) to their normal operating condition.

- (4) SCREENJET reserves the right to charge on a time and materials basis on the terms and conditions shown in Section 8 for services provided by SUPPORT ENGINEERS that are the result of a request made other than by PRIMARY CONTACT or ALTERNATE or that are the result of a request made by the PRIMARY CONTACT or ALTERNATE other than via the designated support interface.
- (5) This AGREEMENT does not provide for any data reorganisation, database reconstruction or other recovery or rerun assistance which may become necessary or desirable as a result of an error or malfunction in one or more PRODUCT(s). BUYER may request and SCREENJET may agree to perform such services on a time and materials basis on the terms and conditions shown in Section 8.
- (6) No integration or support services shall be provided for any software not covered by this AGREEMENT.

6. RESPONSIBILITIES OF BUYER

- (1) BUYER shall appoint a named person as PRIMARY CONTACT to carry out the responsibilities described herein and to be responsible for maintaining the integrity of the system's hardware and software. BUYER shall be responsible for giving SCREENJET notice of any change of PRIMARY CONTACT details.
- (2) PRIMARY CONTACT shall appoint a named person as ALTERNATE at the start to act as PRIMARY CONTACT in the absence for whatever reason of PRIMARY CONTACT.
- (3) BUYER shall provide SCREENJET with access to and use of all information and facilities reasonably necessary to support PRODUCT(s).
- (4) BUYER shall provide a suitable diagnostic modem and telephone line or Internet access accessible to SCREENJET on request during support coverage hours for both dial-out and dial-in services.
- (5) BUYER shall, in accordance with SCREENJET's instructions, install new releases for Type I Software PRODUCT(s) and their documentation as such releases are made available to BUYER by SCREENJET. BUYER's failure to install such releases promptly shall cause all such PRODUCT(s) which are two or more releases behind the current SCREENJET release, unless by reason of a reported defect which prevents BUYER from installing the release, to become Type II Software and immediately subject to a support fee adjustment which shall apply until such new releases are installed and made operational.
- (6) BUYER shall accept full responsibility for determining the suitability of new releases and for integrating them into systems having software installed other than Type I and Type II Software. New releases provided by SCREENJET shall be for installation solely with other Type I and Type II Software PRODUCT(s).
- (7) BUYER shall be responsible for the safeguarding of its proprietary and classified information.
- (8) BUYER shall be responsible for maintaining an adequate computer back-up and recovery procedure for the reconstruction of lost or damaged data or programs and for the reconstruction of data and programs to their original state in the event of their loss or damage.
- (9) BUYER shall be responsible for any loss or damage to PRODUCT(s) during relocation.

7. TERM AND TERMINATION

- (1) This AGREEMENT and the support services described herein shall commence on the Effective Date and shall terminate upon:
 - (a) The expiry of the term specified in Exhibit A for a WARRANTY only PRODUCT.
 - (b) BUYER may terminate this AGREEMENT at any time upon sixty days written notice to SCREENJET and upon the payment of any support fees which may be due to cover the remaining period of support cover.
 - (c) SCREENJET may terminate this AGREEMENT at any time following the first anniversary of the Effective Date of this AGREEMENT upon ninety days written notice to BUYER.
 - (d) Either party may without prejudice to any other remedies it may have, terminate this AGREEMENT forthwith at any time by giving notice in writing to the other party if the other party commits a material breach of this AGREEMENT, provided that if the breach is one which can be effectively remedied then said notice of termination shall be effective to terminate this AGREEMENT if the party in breach fails within thirty days of such notice to remedy the breach complained of. In the event of such termination any monies paid by BUYER for support services beyond the termination date will be refunded.
 - (e) Either party may without prejudice to any other remedies it may have, terminate this AGREEMENT forthwith at any time by giving notice in writing to the other party if the other party ceases to carry on business or a substantial part thereof, commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation whether compulsory or voluntary other than for the purpose of amalgamation or reconstruction or compounds with the creditors generally or has a receiver or manager appointed over all or any part of its assets or suffers execution or distress or takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as they fall due.
 - (f) BUYER may at any time upon sixty days written notice to SCREENJET and subject to acceptance by SCREENJET include optional services and/or PRODUCT(s) in this AGREEMENT or exclude optional services and/or PRODUCT(s) from this AGREEMENT provided such inclusions or exclusions are not in conflict with any provisions herein. In the event of such inclusions or exclusions being made the support service charges shall be adjusted in accordance with SCREENJET's then current rates.
 - (g) PRODUCT(s) which are no longer offered for sale may at SCREENJET's discretion be included in this AGREEMENT and supported on a 'best efforts' basis. If at some future date SCREENJET considers that support of such PRODUCT(s) is no longer feasible said PRODUCT(s) shall upon ninety days written notice to BUYER be excluded from this AGREEMENT.

8. CHARGES

- (1) STANDARD and OPTIONAL SUPPORT services performed by SCREENJET for BUYER shall be charged at SCREENJET's current published rates or at rates agreed between SCREENJET and BUYER. These rates are subject to revision from time to time at the discretion of SCREENJET. SCREENJET shall give BUYER notice of such rate revisions in writing not less than thirty days prior to the effective date of such revisions.
- (2) Charges for standard and optional support services shall be invoiced annually in advance.
- (3) Charges for services performed by SCREENJET outside the specified periods of coverage and for services not covered by the AGREEMENT shall be charged separately at SCREENJET's then current time and materials charging rates and shall be subject to the terms and conditions set out below for travel time, overtime working, travel charges, incidental expenses and invoice payment. Such outside services include, but are not limited to

consulting, programming, systems analysis, training, interfacing, system performance monitoring, operations, data and program backup, data and program recovery, installation of PRODUCTS, revisions, enhancements and site preparation.

- (4) A working day is defined as being of eight hours duration. SCREENJET reserve the right to charge for travel time, defined as the time spent by SCREENJET personnel in travelling between SCREENJET's offices and BUYER's offices.
- (5) Overtime, defined as being any hours worked in excess of eight hours during one calendar day, shall not be chargeable to BUYER unless specifically requested and authorised by BUYER. Overtime that is requested and authorised by BUYER shall be chargeable by the hour at SCREENJET's then current daily charging rate divided by eight.
- (6) Any incidental expenses for items such as travel, hotel accommodation, meals, and special materials necessarily and wholly incurred in the performance of the services included in this AGREEMENT shall be met by BUYER at cost providing that incurrence of such costs are agreed by BUYER in advance or in retrospect.
- (7) SCREENJET shall invoice BUYER for any time and materials work and incidental expenses at the end of the month in which they are incurred.
- (8) All the charges and charging rates referred to in this AGREEMENT are subject to Tax at the prevailing rates.
- (9) BUYER agrees to pay all SCREENJET invoices within thirty days of presentation, unless other payment terms have been specifically agreed.

9. WARRANTY FOR SUPPORT SERVICES

- (1) Warranty provided hereunder for software and documentation services shall be limited to providing the services described herein.
- (2) Subject to the provisions of this AGREEMENT no other warranty is expressed or implied. The remedies provided herein are BUYER's sole and exclusive remedies. SCREENJET's liability under this clause shall be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the PRODUCTS, and save as proved in this clause SCREENJET shall not be under any liability, whether in contract, tort or otherwise, in respect of defects in PRODUCTS or for injury (other than personal injury caused by SCREENJET's negligence as defined in Section 1 of the Unfair Contract Terms Act, 1977) damage or loss resulting from such defects or from any work done in connection therewith.
- (3) SCREENJET shall not be liable to BUYER for any loss of profit or of contracts or any other consequential loss or damage.

10. CONDITIONS OF SERVICE

- (1) BUYER hereby represents that it is the owner/licensee/lessee of the PRODUCT(s) which are to be supported under this AGREEMENT, or has authority from the owner/licensor/lessor to include such PRODUCT(s) in this AGREEMENT.
- (2) Only those PRODUCT(s) which are in normal operating condition and which are at the current release level (subject to the terms and conditions set out in Section 6) shall be eligible for support services under this AGREEMENT. If any PRODUCT requires modification to bring it to normal operating condition or to the current release level at the commencement of its inclusion in this AGREEMENT, SCREENJET shall offer to perform

such work on a time and materials basis on the terms and conditions shown in Section 8 or at a charge equal to the aggregate of all past support fees not paid prior to placing the PRODUCT under this AGREEMENT.

- (3) If, in the opinion of SCREENJET, performance of support services is made more difficult or is impaired because of modifications made to the hardware and/or operating system supporting PRODUCT(s), BUYER shall temporarily remove such modifications or devices at BUYER's risk and expense for the purpose of allowing SCREENJET to maintain PRODUCT(s).
- (4) SCREENJET shall be under no obligation to furnish support services under this AGREEMENT should support be required because of:
 - (a) Improper use
 - (b) Natural disasters such as flood or earthquake
 - (c) Strikes otherwise than of employees of SCREENJET, riots or acts of war or nuclear disaster
 - (d) Repairs, maintenance, or modifications made by parties other than authorised SCREENJET personnel where such modifications have not undergone formal support acceptance by SCREENJET

11. CONFIDENTIALITY

- (1) SCREENJET undertakes on behalf of itself and its employees to keep confidential and not to disclose to third parties any information it may receive, or have access to, whether written or oral relating to BUYER and BUYER's business.
- (2) Nothing contained in this clause shall be constructed to impose a confidentiality obligation in respect of :-
 - (a) Any matter appearing in public literature or otherwise within the public domain unless the entry of that information into the public domain is the result of a breach of this AGREEMENT by SCREENJET, or,
 - (b) any information or knowledge possessed by SCREENJET prior to disclosure to it by BUYER or rightfully acquired from sources other than BUYER.
- (3) This clause shall apply for three years from the date of termination of this AGREEMENT.
- (4) On termination of this AGREEMENT, if required by BUYER, SCREENJET shall promptly return all confidential information in its possession in physical form including all copies.

12. ORDER OF PRECEDENCE

- (1) This AGREEMENT takes precedence over BUYER's additional or different terms and conditions and constitutes the entire understanding between the parties relating to transactions hereunder. Neither SCREENJET's commencement nor SCREENJET's completion of performance shall be deemed or construed as acceptance of any of BUYER's additional or different terms and conditions.
- (2) This AGREEMENT cannot be changed except with the consent of both parties in writing.

13. MISCELLANEOUS

- (1) Any attempt to assign or transfer any of the rights, duties or obligations herein shall be null and void.
- (2) This AGREEMENT shall in all respects be governed by the laws of England. The parties hereby agree that any dispute relating to the services sold hereunder shall be subject to the jurisdiction of the courts of England.
- (3) SCREENJET reserves the right to withhold without liability any services under this AGREEMENT if BUYER is delinquent in payment for any services without reasonable cause, and to change the credit terms herein when, in SCREENJET's opinion, the financial condition or previous payment record of BUYER so warrants.
- (4) The failure of either party to exercise any of its rights hereunder shall not be deemed a waiver or forfeiture of such rights.
- (5) Neither party shall be liable to the other for any delay in or failure to perform its obligations hereunder other than the payment of money provided that such delay or failure is due to causes beyond its reasonable control.

SOFTWARE SUPPORT SERVICE AGREEMENT

EXHIBIT A - PRODUCT SUPPORT LIST

LOCATION of PRODUCT(s):

PRIMARY CONTACT:

ALTERNATE PRIMARY CONTACT:

PRODUCT(s) TO BE SUPPORTED:

Item No	Product	Type	Description	Platform O/S	Effective Date	Term	Support Level
1	SJAPI	I	VPLUS API	Intel /Linux	01/01/2006	90 days	Warranty
2	SJAPI	I	VPLUS API	Intel/Linux	04/01/2006	Annual	Standard

Software Types

Type I Standard Product
Type II Modified Standard Product
Type III Bespoke Product

Support Levels

Warranty
Standard
Optional

AGREED:

DATE:

BUYER:

Signature of BUYER Representative:

Representative's Printed Name:

Representative's Title:

ACCEPTED BY:

DATE:

FOR SCREENJET:

Signature of SCREENJET Representative:

Representative's Printed Name:

Representative's Title: