

Software Maintenance and Technical Support Agreement

1. GENERAL TERMS

1.1. Definitions

The following expressions shall have the following meanings: -

“WashCard” – WashCard Systems Located at 2005 Gateway Circle, Centennial, MN 55038

“Licensee” - the person, firm or company that has placed an Order.

“Order” - any purchase order issued by the Licensee for software and/or services from WashCard.

“Quotation” - any quotation for the supply of Software or Services issued by WashCard.

“Services” - the Services set out in this Software Maintenance and Technical Support Agreement.

“Site” - the location for which the Software may be used identified in the Quotation/Order.

“Software” - each WashCard software program provided by WashCard, including software in which WashCard has sub-licensing rights, in executable, machine readable, object, printed or interpreted form, including any Software Protection Device and any documentation, modifications, improvements or updates supplied to the Licensee under any Quotation/Order.

“Software Protection Device” - the hardware or software protection key supplied by WashCard.

“Software License” - the Software License supplied separately by WashCard.

1.2. Incorporation Of Terms

These Terms shall apply to all Software and Services supplied by WashCard under any Order placed by the Licensee. In the event of any ambiguity between these

terms and the provisions of the Terms and Conditions of Sale and the Software License Agreement, the terms of the relevant Agreement shall apply.

2. TERM

The Licensee is required to enter into this Software Maintenance and Technical Support Agreement by placing an Order for it at the same time as placing an Order for the first year of use of the Software License at the costs provided in the Quotation. On the anniversary of the delivery of the Software the Licensee may enter into an additional year Software License and Technical Support Agreement by placing a purchase order upon WashCard. The Licensee will be invoiced for the Services annually in advance.

3. FEES

3.1. The Service Fee will be a sum in accordance with the rates listed on your WashCard quote.

3.2. Travel and any accommodation expenses for additional services which are not covered by the terms of this Agreement will be charged at WashCard's current rates.

4. PAYMENT

4.1. Without prejudice to the Terms if the Licensee is more than 30 days late in the payment of any sum due to WashCard pursuant to this Agreement or any other Agreement between WashCard and the Licensee WashCard may at its discretion suspend performance under this Agreement.

4.2. Fees paid in advance, net of any amounts due to WashCard from the Licensee (under any agreements then in force) will be refunded to the Licensee on a prorate basis in the event that Services provided hereunder are terminated for any reason other than non-payment of the fee.

5. DESCRIPTION OF SUPPORT AND MAINTENANCE SERVICES

5.1. Customer Support Services

5.1.1. WashCard will provide advice by telephone, letter, fax or e-mail on the use of the Software during scheduled business hours.

5.1.2. WashCard will use all reasonable endeavors to respond in writing to requests for Software application advice within 3 working days.

5.2. Software Maintenance Services

5.2.1. WashCard will provide Software maintenance, which will be limited to the correction of errors in the Software, procedural documents and other basic information, supplied with the Software. The said Software maintenance will be carried out as set out in 5.2.2 and 5.2.4 below.

5.2.2. WashCard will periodically provide the Licensee with a report of all significant errors and corrections for the Software covered by this Agreement.

5.2.3. Errors discovered by the Licensee must be reported by a designated representative of the Licensee through the reporting mechanisms by WashCard and must include all required supplemental documentation for proper diagnosis and development.

5.2.4. WashCard will use all reasonable endeavors to respond to the Licensee with an action plan to resolve the problem within 5 working days of an adequately completed Report and production of all required supplemental documentation.

5.3. For the avoidance of all doubt Software Maintenance Services shall not include the diagnosis and rectification of any fault arising from:-

5.3.1. the improper use, operation or neglect of either the Software or the Licensed Equipment;

5.3.2. The modification of the Software or its merger (in whole or in part) with any other software;

5.3.3. unless otherwise agreed by WashCard in writing the use of the Software on equipment other than the Licensed Equipment;

5.3.4. The failure by the Licensee to implement recommendations in respect of the solutions and

faults previously advised by WashCard;

5.3.5. any repair, adjustment, alteration or modification of the Software by any person other than WashCard without WashCard's prior written consent;

5.3.6. Any breach by the Licensee of its obligations under this Agreement or the License;

5.3.7. The Licensee's failure to install and use on the Licensed Equipment in substitution for the previous release any new release of the Software within 90 days of receipt of the same;

5.3.8. The use of the Software for a purpose for which it was not designed; or

5.3.9. specialist advice on the application of the Software or specific engineering applications.

5.4. WashCard may on the request of the

Licensee provide support notwithstanding that the fault results from any circumstances described in clause 5.3 above or that the support requested is not covered by the terms of this Agreement. WashCard shall in such circumstances be entitled to charge for such service at WashCard's rates from time to time for work undertaken on a time and materials basis or fixed quote at the discretion of WashCard.

5.5. Without prejudice to clauses 5.3 and 5.4

above WashCard shall be entitled to levy reasonable charges if support is provided in circumstances where any reasonably skilled and competent data processing operator would have judged the Licensee's request to have been unnecessary.

6. SOFTWARE SUPPORT SERVICES

WashCard agrees to provide the Licensee with the following Software support services with respect to the Software: WashCard will provide the Licensee with all Software and related documentation or training for all enhancements (defined as new features, capabilities and operational characteristics) completed and implemented during the term of this Agreement;

WashCard Systems Standard Warranties

HARDWARE WARRANTY

WashCard Systems, warrants to the first user, equipment manufactured by it to be free from defects in material and workmanship for a period of 1 year from date of installation if during this 1 year period, any equipment shall be proven to the satisfaction of WashCard Systems to be defective. The equipment shall be repaired or a replaced. This warranty does not apply to equipment that has been subject to negligence, alteration, abuse, or misuse, and is specifically limited to equipment operated under normal use and consistent with all operating instructions furnished by WashCard Systems with the equipment. All warranty claims must be handled through WashCard Systems Support and a "Return Merchandise Autoirzation (RMA) must be issued.

WARRANTY SHIPPING CHARGES

WashCard Systems will pay UPS ground freight charges back to the customer on warranty repairs or replacements. The customer is responsible for the shipping of warranty repairs back to WashCard Systems. On non-warranty items, the customer is responsible for freight charges both ways. Freight collect returns will not be accepted.

WARRANTY SHIPPING METHOD

All shipments originating at the WashCard Systems repair facility will be shipped via UPS Ground. Alternative methods of shipment are available at the request and expense of the customer.

WARRANTY SHIPPING INSURANCE

It is the customer's responsibility to ensure that equipment in the possession of a common carrier is packaged appropriately and insured. WashCard Systems assumes no liability for equipment outside its facility.

WARRANTY AUXILIARY CHARGES

Equipment returned to the WashCard repair facility with out an RMA number may incur additional charges.

END USER SOFTWARE LICENSE AGREEMENT
PLEASE CAREFULLY READ THE FOLLOWING LEGAL
AGREEMENT ("AGREEMENT") FOR THE LICENSE
OF WashCard Satellite Server ("SOFTWARE") BY
WASHCARD SYSTEMS ("WashCard"). BY INSTALLING

THE SOFTWARE, YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) CONSENT TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT.

1. License Grant.

Subject to the payment of the applicable license fees, and subject to the terms and conditions of this Agreement, WASHCARD SYSTEMS. hereby grants to you a non-exclusive, non-transferable right to use one copy of the specified version of the Software on any computer in which was either provided by WashCard Systems OR certified for use by WashCard Systems.

2. Term.

This Agreement is effective for an unlimited duration unless and until earlier terminated as set forth herein. This Agreement will terminate automatically if you fail to comply with any of the limitations or other requirements described herein.

3. Ownership Rights.

The Software is protected by copyright laws and international treaty provisions. WashCard Systems own and retain all right, title and interest in and to the Software, including all copyrights, patents, trade secret rights, trademarks and other intellectual property rights therein. Your possession, installation, or use of the Software does not transfer to you any title to the intellectual property in the Software, and you will not acquire any rights to the Software except as expressly set forth in this Agreement.

4. Restrictions.

You may not rent, lease, loan, sublicense or resell the Software. You may not permit third parties to benefit from the use or functionality of the Software via a timesharing, service bureau or other arrangement. You may not transfer any of the rights granted to you under this Agreement. You may not reverse engineer, decompile, or disassemble the Software, except to the extent the foregoing restriction is expressly prohibited by applicable law. You may not modify, or create derivative works based upon, the Software in whole or in part. All rights not expressly set forth hereunder are reserved by WASHCARD SYSTEMS .

Software Maintenance and Technical Support Agreement

5. Warranty and Disclaimer.

Except for the limited warranty set forth herein, YOU ASSUME RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SOFTWARE. WITHOUT LIMITING THE FOREGOING PROVISIONS, WASHCARD SYSTEMS MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.

6. Limitation of Liability.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL WASHCARD SYTEMS, INC. OR ITS SUPPLIERS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES. IN NO EVENT WILL WASHCARD SYSTEMS BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE LIST PRICE WASHCARD SYSTEMS CHARGES FOR A LICENSE TO THE SOFTWARE, EVEN IF WashCard Systems SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.

7. Miscellaneous.

This Agreement is governed by the laws of the United States of America.

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