

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, Centerville, 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.