



HEROware-Maintenance and Support Agreement

Purpose of Agreement: The following are the terms and conditions under which HEROware, Inc. ("HEROWARE") located at 302 N. El Camino Real Suite 209 San Clemente, CA 92672 agrees to provide to you ("Customer") maintenance and support on HEROware hardware ("Hardware") and maintenance and support services for the software solutions licensed with the Hardware (the "Licensed Programs"), including the HEROware Secure-Cloud.

Term: Customer will purchase hardware and software maintenance and support services as set forth in the Terms of Sale Agreement commencing on the date set forth on Customers initial purchase date ("Initial Term").

Hardware Limited Warranty: HEROware warrants that its Hardware products will be free from defects in materials and workmanship during the Initial Term, as defined above. During the maintenance period HEROware will, at its option and expense: (i) provide replacement parts necessary to repair the Hardware product, and (ii) repair the product or replace it with a comparable product if in HEROware's sole opinion the Hardware product cannot be repaired. Provided however, Customer must return any suspected defective or malfunctioning Hardware product, or any suspected defective Hardware component to HEROware's authorized service center: ATTN: HEROware Service Desk, 302 N. El Camino Real Suite 209, San Clemente, CA. 92672 prior to the expiration of the Initial or any applicable Renewal Term then in effect. Provided Customer first obtains a Return Merchandise Authorization (RMA) from HEROware Support as provided herein, HEROware shall pay all costs of shipping the Hardware to and from its authorized service center, by its designated shipper, (2nd Day Air).

Licensed Programs Maintenance: The maintenance and support services for the Licensed Programs shall cover all services provided hereunder, but shall not cover costs of any materials, parts, manuals, software, travel, or other disbursements as may be necessary or requested by Customer, which shall be billed to Customer as separate costs when they occur.

Maintenance Services: During the Initial Term, and thereafter in exchange for timely payment of the renewal fee, HEROware will provide the following maintenance services:

(a) Error Correction. HEROware shall work to correct all reproducible errors that materially affect operation of the Licensed Programs as follows: Customer shall notify HEROware of any such errors in writing, with a written description of each claimed error and the conditions under which it occurred. HEROware shall work to correct all such errors that it can verify based on Customer information, and shall continue working either until it corrects the error, develops a workaround for that error, or determines in good faith that the error cannot be corrected as part of the then current release(s) of the Licensed Programs, in which event HEROware shall attempt to correct or eliminate the error in the next release of the Programs. Customer may notify HEROware of claimed errors by telephone, provided that the written notice described above must be furnished by the next business day, and that HEROware need not begin work promptly if the telephone information is incomplete or inadequate.

(b) Telephone Support. HEROware's telephone support is 6am-6pm Pacific Time Monday-Friday with after hour response all other hours. This includes any assistance Customer may require in using the Licensed Programs that can be handled by telephone. For Technical Support in North America call 1-855-437-6927. Email support can be achieved using the following HEROware support email address <http://support.heroware.com/home>.

(c) Maintenance Updates. Customer will receive all standard Maintenance Updates released by HEROware for any of the Licensed Programs, free of charge, during the Initial or applicable Renewal

Term(s) as long as the Customer's support payments are current. A Maintenance Update is a modified version of the Licensed Programs released by HEROWare generally to its existing Customers without charge, primarily to correct or eliminate errors in the prior release of the Licensed Programs and also to enhance existing features (example: Updating from revision 4.1.1 to revision 4.1.2. Updating from revision 4.1 to revision 4.2 or even updating from revision 4.2 to revision 5.0).; it does not include new versions or upgrades of any Licensed Programs for which HEROWare generally charges an additional fee (example 1: upgrading from a Microsoft SBS 03 to Microsoft SBS 08, or any new modules or products HEROWare releases that are commercially sold separately).

(d) Secure-Cloud Services-Data Center Access (File or entire system protected depending on plan purchased) In the event of a disaster where the customer loses their entire HEROWare appliance (proof of disaster required as per above description of disaster), HEROWare will at our expense (if the customer has purchased the Secure-Cloud solution), build and ship a full replacement HERO-Defender with the Operating Systems, Applications and Data to their desired location within 2 working days. If the customer has purchased the Defender+ we will ship a USB drive with all their data.

(e) Other Services. All services not listed above, such as any on-site assistance or maintenance, and any requested modifications to any of the Licensed Programs, shall be performed by HEROWare at its sole discretion, at its then-current standard hourly rates, and subject to such other written agreements as may be required by HEROWare.

Customer's Obligations: Customer will cooperate with HEROWare in connection with HEROWare's performance of its warranties and maintenance and support services hereunder and shall provide HEROWare with such information concerning Customers operations as HEROWare shall reasonably request and as shall be necessary for the performance of HEROWare's warranties and services hereunder.

Modifications by Customer: Customer shall not modify, create any derivative work of, or incorporate any other software into the Hardware or Licensed Programs or any portion thereof. HEROWare shall not be responsible for maintenance of or for repair of errors or malfunctions occasioned by any modification or enhancement to the Hardware or Licensed Programs made by Customer or by anyone other than HEROWare.