**License & Support Agreement**

**TERMS OF AGREEMENT:**

This agreement shall commence on the effective date and shall continue for an initial term of twelve (12) months. Upon expiration of the initial term, this Agreement shall automatically be renewed for subsequent 1-year terms. Unless otherwise specified, Software maintenance is included with each Software Program license. DataPro, at its sole discretion, will either continue to provide support to you for that license until the end of the then current coverage period or you may obtain a prorated refund.

**1)      DEFINITIONS:**

**A)**"Customer" means the customer identified at the bottom of this agreement.

**B)**"DataPro" means DataPro Solutions, Inc.

**2)       SCOPE OF SUPPORT SERVICES:**During the Service Coverage Period, DataPro will provide the following services if applicable:

A)   HARDWARE SUPPORT SERVICES:

DataPro will keep the equipment in or restore the equipment to good working order. Support service will include lubrication, adjustments and repair or replacement of parts deemed necessary by DataPro. Support parts, which will be new or reconditioned to perform as new, will be furnished on an exchange basis. The exchanged parts will become the property of DataPro. Support service provided under this agreement does not assure uninterrupted operation of the equipment. If Support service is requested by the customer to be performed outside the Support Coverage Period (SCP), then emergency service will be provided, when available, at the applicable DataPro per call rates and terms then in effect. Preventive Maintenance (if applicable) will be performed once per year, however, it is optional for all customers outside of 30 miles from our office and subject to travel charges.  DataPro will determine which Hardware is eligible to receive Preventative Maintenance.

B)    SOFTWARE SUPPORT SERVICES:

i)        Upgrade Software Programs due to revisions in the Software Version, in keeping with the Manufactures standard upgrade policies.

ii)      On-going operator support after original installation using remote access software (when applicable).

iii)    Maintain original program parameters through remote access software (when applicable).

iv)    Assist with automation of software at time of initial installation.

v)      Provide software version upgrades, installation and training at reduced customer rates.

**3)      SUPPORT COVERAGE PERIOD (SCP):**

**A)**Payment of the Support Contract charges entitles the Customer to weekday Support Service availability during a period of nine (9) consecutive hours between the hours of 8:00 AM and 5:00 PM Pacific Time Monday through Friday, except legal holidays**.**

**B)**Response to a customer's problem will be provided within two (2) hours by phone and/or on-site service will be provided within eight (8) business hours if necessary (applicable travel charges will apply).

**4)      CHARGES/PAYMENT TERMS:**Charges under this Agreement are payable in advance (except for charges incurred outside the SCP) and are payable thirty (30) days prior to the end of the effective annual support period. Late payments may be subject to a 25% surcharge.

Individual products may be added to this Agreement during the term of this Agreement at the rate effective at the time the product(s) is added. Charges for products added to the Agreement will be pro-rated to the end of the current term and be automatically renewed as stated above. In addition to the basic annual rate, the customer will be charged additional travel charges each time equipment is serviced for a support customer located in a remote area.

Any other charges are payable in accordance with terms of the invoice. The payment terms set forth herein shall be subject to modification upon written notice and in addition to any other remedies (including suspension of service hereunder). DataPro shall be entitled to interest on any invoice not paid when due.  Such interest rate will be a rate equal to the maximum amount permitted by law.  This late payment charge from previous month(s) shall be added to the balance and the late payment charge will be calculated on the total balance Charges for a partial month’s service will be pro-rated on the basis of a thirty- (30) day month.

The charges specified herein for Support and Per-Call Service are those currently in effect and are subject to change by DataPro Solutions Inc.

**5)      EXCLUSIONS FROM SUPPORT SERVICE:**The following services are outside the Scope of Support Service to be provided**:**

**A)**Re-programming of software due to the Customer tampering with the program parameters installed by DataPro**.**

**B)**Major program changes after initial installation requiring either an on-site service call or over the phone support. Examples include, but are not limited to**:**

·         Additional Categories

·         Additional Policies

DataPro support personnel shall determine what constitutes a major program change and will notify the customer of approximate time and materials charge to resolve the issue.

**C)**Program changes/additions**.**

**D)**Training of new personnel after initial installation.

**E)**Repair of damage or increase in service time caused by the use of the software orhardware for purposes other than that for which it is designed**.**

**F)**Moving software from one computer to another or reinstalling software**.**

**G)**Moving equipment from the original installation location**.**

**H)**Repair of damage or increase in service time due to any cause external to the equipment adversely affecting its operability or serviceability which shall include, but not limited to, fire, flood, water, wind, lightning, transportation, neglect, misuse or acts of God**.**

**I)**Software Version changes**.  
J)** Hand Punch camera replacements.

**6)      OTHER SERVICES AVAILABLE TO CUSTOMER**  
Upon the customer's request and subject to agreement on terms and prices, DataPro will provide services outside the scope of the defined Support Service**.**

**7)      ACCESS TO PRODUCTS COVERED UNDER THIS AGREEMENT**The Customer will provide DataPro personnel with full and free access to the products covered under this agreement. If persons other than DataPro Field Service personnel or its designated agent, repair, modify or attempt to perform Support service on the product covered by this agreement, and as a result, any Support service by DataPro is required to restore the product to acceptable operating condition, such Support service will be provided at the applicable per-call rates and terms then in effect**.**

**8)      PRODUCT IMPROVEMENTS**  
Product improvements determined applicable by DataPro will be installed by DataPro or its designated agent on products covered by this Agreement. The customer may, by providing notice, elect to have only mandatory changes installed**.**

**9)      CUSTOMERS RESPONSIBILITIES**  
It is the responsibility of the customer to make backup copies of all of its software data files. DataPro will not be responsible for the customer's failure to fulfill its responsibility to maintain current data on disk files, tapes or other data storage media**.**

**10)  DEPOT SUPPORT**DEPOT Support includes all parts, service and labor to bring your system back to original working order.

The scope of this coverage includes any mechanical breakdown due to normal usage not including vandalism or acts of God (which shall include, but are not limited to, fire, flood, water, wind, lightning, transportation, neglect or misuse). Work on this equipment will be performed at DataPro. We request shipment to DataPro via United Parcel Service or customer drop-off. The customer will pay UPS rates TO and FROM DataPro. Turn around time will usually be between 1 and 5 business days. UPS shipments back to the customer will be GROUND unless otherwise specified by the customer. On site service is available and will be billed at current time & materials rates and any applicable travel charges will be billed to customer**.**