

# **Black Ice Software, LLC**

## **SOFTWARE MAINTENANCE AGREEMENT**

### **Runtime Based Development Tools**

Black Ice Software, LLC software products are warranted to conform to the Black Ice Software product description as stated in the user's manual at the time of product shipment. This contract for **technical support** will provide annual maintenance as stated on the license agreement.

This maintenance agreement for Black Ice Software products includes the following:

- Quarterly product upgrades for the term of the contract
- Major version upgrades (e.g., from 9.xx to 10.00) and minor version upgrades (e.g., from 9.01 to 9.02) for the product for the term of the contract.
- Any and all patches and optimizations for the product for the term of the contract.
- Priority Technical Support for the term of the contract.

This maintenance agreement can be activated up to thirty days following the purchase of a new Black Ice Software product or upgrade to the latest version. Maintenance agreements can be renewed from year to year subject to the current rates.

The maintenance contract will be subject to the following:

- 1.) In order for this agreement to be honored, the customer needs to contact Black Ice Software's Technical Support Department to report an error; via Fax or Email. (no verbal reports). Once the error is verified, the following steps can be taken to correct the reported error:
  - a. The error must be well defined. A definition of the error is that the product does not work according to the specification. The error must be well defined, clearly identifiable and systematically reproducible under a well defined environment.
  - b. If engineering deems the reported problem as an error, a Software Performance Report will be generated and sent to the engineering group with a tracking number. The correction for the error would be incorporated in the next release if possible.
  - c. In the event the software was damaged in shipment or is not functional at the time of receipt, a new copy will be sent.
  - d. Reported problems are not considered an error if it is not properly defined and not reproducible on several machines.
- 2.) Any updates to the maintained product will be periodically shipped to the contract customer.
- 3.) Black Ice Software reserves the right to qualify all customer sites before accepting a contract and to refuse to provide maintenance or adjust the fee based on environment and age of the product(s), and the current status of the product(s) respectively.

Maintenance does not include/cover the following:

- Explaining how Black Ice Development tools work internally

- Explaining file formats
- Testing/writing end-user programs for you
- Code reviews or debugging code
- Teaching programming in general, or how to use programming applications or compilers
- Explaining compiler runtime library functions, SDK functions, or system calls
- Explaining how to use supported compilers with the exception of getting Black Ice Development tools to work with them at a superficial level
- Configuring physical devices, hardware or Operating System.
- Phone Based technical support

The liability of Black Ice Software shall be in accordance with the signed license agreement of the Product(s) under contract. In the case of the Impact Fax Product(s), the liability shall be in accordance to the acceptance of the license agreement and end user license agreement.

Except for the express warranties contained above, Black Ice Software disclaims all warranties on the maintenance service furnished hereunder; including all implied warranties of merchantability and fitness. The stated express warranties are in lieu of all obligation or liabilities on the part of Black Ice Software for damages arising out of or in connection with the use of the maintenance service for the product(s).

Below is the current maintenance fee for the Black Ice Software products. The price is fixed for the duration of the contract. This agreement includes product upgrades within the duration of the contract, however, this agreement excludes any product upgrades prior to the agreement acceptance.

**MAINTENANCE PRICING:**

Product(s) under contract:

Maintenance Cost

\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be executed below by their duly authorized Representatives. Signed and delivered will have the same effect as if all signatures appeared on one document. This agreement may be executed by faxed signatures.

**BLACK ICE SOFTWARE, LLC.**

**DEVELOPER**

BY ITS: President

BY ITS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: Jozsef Nemeth

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Delivery:**

Please indicate email address for electronic delivery \_\_\_\_\_

**Payment Method:**

I will be paying by: (Check One)

Company Check \_\_\_\_\_ (US Company Checks only)

Bank Transfer \_\_\_\_\_ (Contact Black Ice Sales Department for account information)

Credit Card \_\_\_\_\_ (Please Fill in below)

I authorize Black Ice Software, LLC to charge our credit card for the purchase of the software as described in this License Agreement. I understand that the software is non-refundable, nor will I receive a refund by requesting a "chargeback" from my credit card company.

Authorized Signature \_\_\_\_\_

Card Holder's Name (Please Print) \_\_\_\_\_

Credit card # \_\_\_\_\_ exp. \_\_\_\_\_

Cardholders Address (if different than Company Address) \_\_\_\_\_

\_\_\_\_\_

Cardholders Phone number \_\_\_\_\_