

AMGRAF, INC.  
ONE-YEAR SOFTWARE MAINTENANCE AGREEMENT

This Agreement is made by and between AMGRAF, INC., a Missouri corporation, (hereinafter called AMGRAF), and the following licensee (hereinafter called CUSTOMER).

CUSTOMER \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By acceptance hereof, AMGRAF agrees to provide, for the term of this Agreement, the maintenance services herein described for the MECCA 2000 and/or ONEFORM DESIGNER PLUS Software licensed by CUSTOMER from AMGRAF.

1. TERM OF AGREEMENT:

From \_\_\_\_\_ to \_\_\_\_\_ .

2. CHARGES:

The charge for this Agreement \_\_\_\_\_ is payable upon signing of this Agreement.

3. TELEPHONE-BASED TECHNICAL SUPPORT:

Customer may call AMGRAF's Technical Support Department between the hours of 6:00 am and 6:00 pm (Central Time) Monday through Friday (except for Amgraf holidays) for questions or assistance related to Licensed Software. Technical Support personnel will attempt to resolve the question or problem immediately. If question or problem cannot be resolved immediately, Technical Services personnel will provide a resolution or a follow-up plan within 24 business hours (adjusting for holidays and weekends).

4. PROGRAMMING SERVICES:

AMGRAF shall, at no cost to CUSTOMER, correct Licensed Software errors detected by CUSTOMER during the Term of this Agreement, provided that the error can be recreated by AMGRAF with the latest release of the Licensed Software. If AMGRAF is called upon by CUSTOMER to correct an error, and such error is found to be caused by Customer's misuse of the Licensed Software, CUSTOMER-supplied data, machine or operator failure, or any other cause not directly attributed to a fault in the Licensed Software, AMGRAF reserves the right to charge CUSTOMER for such investigative service under the Terms of the License Agreement.

5. UPDATE RELEASES:

AMGRAF shall, at no cost to CUSTOMER, make available to CUSTOMER, all update releases of the Licensed Software. If technical support is required by CUSTOMER to make use of such releases, CUSTOMER will be charged for those services at AMGRAF's regular hourly rate per man-hour, which AMGRAF is then charging, for such services, plus travel and other reasonable expenses.

6. REPLACEMENT COPIES:

AMGRAF shall deliver to CUSTOMER, within five (5) working days after notice by CUSTOMER, a replacement copy of any Licensed Program that is lost or damaged. The cost for such replacement shall be limited to the costs for storage media, computer time, and delivery.

7. CUSTOM PROGRAMMING AND CONSULTING SERVICES:

If CUSTOMER requires professional services for special applications in connection with the Licensed Software, AMGRAF's technical staff will be made available to the CUSTOMER on a project basis at the regular hourly rate per man-hour, which AMGRAF is then charging for such services, plus travel and other reasonable expenses.

8. SOFTWARE TRAINING:

For the term of this agreement, CUSTOMER may schedule and receive three (3) hours of logon time for Internet-based training on the Licensed Software for one (1) employee. This training will use WebEx meeting technology and include self-study between each one hour of online, interactive instructor-led training. Additional Internet-based training is available to CUSTOMER personnel at a cost of \$175.00 per logon hour for MECCA 2000 and \$150.00 per logon hour for ONEFORM DESIGNER PLUS.

9. USER GROUP ADVISORY PANEL:

CUSTOMER is entitled to one Customer-designated representative on the AMGRAF User Group Advisory Panel.

10. USER GROUP NEWSLETTER:

CUSTOMER will receive a monthly User Group Newsletter via email.

11. USER GROUP LIST SERVE:

CUSTOMER is entitled to participate on the User Group List Serve.

12. ONLINE TECHNICAL SUPPORT:

CUSTOMER will have access to AMGRAF's WebEx-based technical support subject to the same terms and conditions for telephone-based technical support.

13. POLICIES AND PROCEDURES:

During the term of this Agreement and for a period of twelve (12) months thereafter, neither party shall hire nor solicit for employment the services of any then current employee of the other party, or seek to cause any such employee to terminate their employment.

The above has been fully read and agreed to:

AMGRAF

CUSTOMER

Amgraf, Inc.

\_\_\_\_\_

\_\_\_\_\_ (Signature)

Debra Poll

\_\_\_\_\_

\_\_\_\_\_ (Name)

Maintenance Controller

\_\_\_\_\_

\_\_\_\_\_ (Title)

\_\_\_\_\_

\_\_\_\_\_ (Date)

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