



SOFTWARE MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

Card & Associates CC. ('CASSC') will provide the Support Services listed below for the Software to the two contacts ('Designated Contacts') named by Customer in this agreement.

1. Support

- 1.1. CASSC will establish and maintain an organization and process to provide support for the Software to Customer. Support shall include :
 - 1.1.1. Diagnosis of problems or performance deficiencies of the Software.
 - 1.1.2. A resolution of the problem or performance deficiencies of the Software.
 - 1.1.3. CASSC will provide telephone software support on a business day basis. Business day is defined as 8:00 AM through 4:30 PM, excluding holidays and weekends.
 - 1.1.4. In addition, CASSC will provide an Internet based support on business days.

2. Severity

- 2.1. CASSC will use its best efforts to cure, as described below, reported and reproducible errors in the Software. CASSC utilizes the following four (4) severity levels to categorize reported problems:
 - 2.1.1. **Severity 1 - Critical Business Impact**
 - 2.1.1.1. The impact of the reported deficiency is such that the customer is unable to either use the Software or reasonably continue work using the Software.
 - 2.1.1.2. CASSC will commence work on resolving the deficiency within one (2) hours of notification and will engage staff during business hours until an acceptable
 - 2.1.2. **Severity 2 - Significant Business Impact**
 - 2.1.2.1. Important features of the Software are not working properly and there are no acceptable, alternative solutions.
 - 2.1.2.2. While other areas of the Software are not impacted, the reported deficiency has created a significant, negative impact on the Customer's productivity or service level.
 - 2.1.2.3. CASSC will commence work on resolving the deficiency within two (4) hours of notification and will engage staff during business hours until an acceptable resolution is achieved.
 - 2.1.3. **Severity 3 - Some Business Impact**
 - 2.1.3.1. Important features of the Software are unavailable, but an alternative solution is available or non-essential features of the Software are unavailable with no alternative solution.
 - 2.1.3.2. The customer impact, regardless of product usage, is minimal loss of operational functionality or implementation resources.
 - 2.1.3.3. CASSC will commence work on resolving the deficiency within one (1) business day of notification and will engage staff during business hours until an acceptable resolution is achieved.
 - 2.1.4. **Severity 4 - Minimal Business Impact.**
 - 2.1.4.1. Customer submits a software information request, software enhancement or documentation clarification which has no operational impact.
 - 2.1.4.2. The implementation or use of the Software by the Customer is continuing and there is no negative impact on productivity.

- 2.1.4.3. CASSC will provide an initial response regarding the request within one (1) business week.

3. On Site Support

- 3.1. This agreement is not intended as a consulting agreement for customer services. With respect to severity reported, CASSC may, with the concurrence of the Customer, elect to send senior support or development staff to the Customer location to accelerate problem resolution :
 - 3.1.1. The customer agrees :
 - 3.1.1.1. Travel expenses will be charged to the Customer.
 - 3.1.1.2. Lodging expenses will be charged to the Customer.
 - 3.1.1.3. Time spent will be deducted from the monthly quota as described in Section 8.

4. Maintenance

- 4.1. During the term of this agreement, CASSC will provide the Customer with copyrighted patches, updates, releases and new versions of the Software along with other generally available technical material.
- 4.2. These maintenance materials including the Software may not be used to increase the licensed number of versions or copies of the Software.
- 4.3. The Customer agrees not to use or transfer the prior version but to destroy or archive the prior version of the Software.
- 4.4. All patches, updates, release and new versions shall be subject to the license agreement related to the Software.

5. Warranty

- 5.1. CASSC will undertake all reasonable efforts to provide technical assistance under this agreement and to rectify or provide solutions to problems where the Software does not function correctly, but CASSC does not guarantee that the problems will be solved or that any item will be error-free. This agreement is only applicable to CASSC Software running under the certified environments specified in the release notes for that product.
 - 5.1.3. CASSC will provide the Customer with substantially the same level of service throughout the term of this agreement. CASSC may from time to time, however, discontinue Software products or versions and stop supporting Software products or versions one year after discontinuance, or otherwise discontinue any support service.
 - 5.1.4. THE FOLLOWING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS OR PROMISES TO CUSTOMER OR ANY THIRD PARTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING BY STATUE, LAW, COURSE OF DEALING, CUSTOM AND PRACTICE OR TRADE USAGE. EXCEPT AS PROVIDED ABOVE, THE SERVICES AND MAINTENANCE ARE PROVIDES'AS IS'.
 - 5.1.5. CASSC is not liable for incidental, special or consequential damages for any reason (including loss of data or other business or property damage), even if foreseeable or if Customer has advised of such a claim. CASSC's liability shall not exceed the fees that Customer has paid under this agreement. Customer agrees that the pricing for the services would be substantially higher but for these limitations.

6. Term of Agreement

- 6.1. This agreement shall start on the Effective Date stated below.
- 6.2. This agreement shall run for a period of one (1) year from the Effective Date
- 6.3. and shall automatically renew for consecutive one (1) year periods (A 10 % increase is applicable) unless either party provides written notice of termination within sixty (60) days prior to the anniversary date of the Effective Date.
- 6.4. This agreement may be terminated for non-payment or material breach.
- 6.5. Fees paid or due are non-refundable unless CASSC has materially breached this agreement and has failed to cure the breach after 30 days written notice.

7. General

- 7.1. Each party acknowledges that it has read this Agreement, they understand the agreement and agree to be bound by its terms.
- 7.2. Further both parties agree that this is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement.
- 7.3. This Agreement may not be modified or altered except be written instrument duly executed by both parties.
- 7.4. The Software and the use thereof is subject to the license agreement related to the Software.
- 7.5. Times by which CASSC will perform under this agreement shall be postponed automatically to the extent that we are prevented from meeting them by causes beyond reasonable control.
- 7.6. This agreement and performance hereunder shall be governed by the laws of the Republic of South Africa. Venue shall be in Cape Town,Western Province.
- 7.7. No action, regardless of form, arising out of this Agreement may be brought by Customer more than two (2) years after the cause of action has arisen.
- 7.8. If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent, deemed to be omitted.
- 7.9. Customer may not assign or sub-license without the prior written consent of CASSC, Customer's rights, duties or obligations under this agreement to any person or entity, in whole or in part. A sale of substantially all of Licensee's assets to a third party or any transfer of more than 50% of the voting stock of Licensee to a third party shall not constitute an assignment under this license.
- 7.10. The prevailing party in any action related to this agreement shall have the right to recover its reasonable expenses including attorney's fees.

8. Invoice and Payments and Retained Services

- 8.1. Cassc will submit Tax Invoices on or about the 20th of each month.
- 8.2. The Customer agrees to make payment before or on the last day of the month in which the Tax Invoice was sent by CASSC.
- 8.3. The Customer's Tax Invoices will be sent to a designated person (10.3) nominated by the customer who will manage payments to CASSC.
- 8.4. Agreement Fee :
 - 8.4.3. Monthly Fee :
 - 8.4.4. Deduction for License R1500-00 Excl VAT. Not Limited
 - 8.4.5. Hours allocated (non refundable or month to month carry over applies)
 - 8.4.6. Agreed hourly rate if the allocated hours are used R550-00 excl VAT.
 - 8.4.7. Other products and or services not covered in this agreement are published on our website www.cassc.co.za and are available subject to terms and conditions as described with each product.

9. The term 'Software' as used in this agreement means:

- 9.1. Auction Software.

10. Contacts

- 10.1. Contact 1
Name : _____
Number : _____
Email : _____
- 10.2. Contact 2
Name : _____
Number : _____

Email : _____

10.3. Designated person who will receive Tax Invoices.

Name : _____

Number : _____

Email : _____

10.4. During the term of this agreement, the Customer may delete and add Designated Contacts by sending notification in writing on Customer's letter head and addressed to CASSC's Head of Operations. We may rely on such notice to make the change.

11. Approval

Card & Associates CC.:

Name: Michael Card

Address: 10 Waterville Crescent, Sunningdale, Cape Town, 7441

Signature: _____

Title: Member

Date: _____

CUSTOMER: _____

Company Registration Number : _____

VAT Number : _____

Name: _____

Address: _____

Signature: _____

Title: _____

Date: _____

The Effective Date of this agreement is:
