

Software Maintenance Agreement

Between: Scan Sys B.V., Hofweg 25, 2631 XD NOOTDORP, hereinafter referred to as Scan Sys

and

Company name: Name

Address: MailingAddress1

City: MailingCity

Hereinafter referred to as the Client

The Client hereby entrusts Scan Sys, subject to the terms and conditions set out below, with the maintenance of the software specified in this agreement.

Objects of the agreement, software:

ImageCapture software licence(s)

ImageCapture software network licence(s)

Location of the software:

As stated above.

Forms of support:

- Telephone support for the software licences specified under the objects of the agreement.
- Remote support for the software licences specified under the objects of the agreement through the use of an Internet support connection.
- Making periodic updates and upgrades of the software licences specified under the objects of the agreement available upon request. Information regarding the availability of the aforementioned updates and upgrades will be provided periodically through the electronic newsletter.

Response time

A maximum of 8 hours after a support request has been submitted by telephone or by an email message to support@scansys.nl.

Invoicing

Maintenance for the supplied software will be invoiced in the year of delivery from the date on which the licence is activated. The maintenance amount for the year of delivery will be calculated pro rata from the month following the first scheduled project consultancy visit up to and including the end of the calendar year.

When you purchase the ImageCapture software on a subscription basis, the maintenance fee is already included in the monthly invoice.

Terms and Provisions

The agreement will be performed in accordance with the terms and provisions formulated in Appendix I.

Appendix I

Terms and provisions pertaining to the Software Maintenance Agreement

1. Definitions and descriptions

1.1 Scan Sys: the support department of Scan Sys.

1.2 Response time: the guaranteed period within which, after Scan Sys has received a fault report from the Client, a support employee of or acting on behalf of Scan Sys will commence the work.

2. Scope

2.1 These terms and conditions apply to all legal relationships between the parties relating to the provision of services and support and supplement, and are inextricably linked to, the General Terms and Conditions of Scan Sys. If, in this respect, provisions of the General Terms and Conditions and these service and support terms and conditions differ from each other, the latter will prevail.

2.2 In the event that support is provided, Scan Sys undertakes towards the Client, during the agreed period, to provide the form or forms of support explicitly specified on the contract form in respect of the software stated in the agreement.

2.3 Scan Sys is entitled to engage third parties whom it considers suitably qualified when performing its service obligation or obligations and/or support obligation or obligations towards the Client.

2.4 Amendments, deletions and/or additions to service contracts and/or support contracts will only be effective if agreed in writing by the parties.

2.5 The rights derived by the Client from a service agreement or support agreement only apply between the parties and are therefore not transferable to third parties.

3. Entry into force and term of an agreement

3.1 Service agreements and support agreements enter into force on the commencement date stated on the contract form and are always entered into for a minimum period of one year, unless otherwise agreed in writing.

3.2 The term of a service contract or support contract will always be extended automatically by one year unless either party terminates it by registered letter no later than three months before the end of the current calendar year.

4. Conditions for acceptance

4.1 A recent and complete backup of the ImageCapture database must be available and must be made available to the support employee upon request.

5. Support and program updates

5.1 The work covered by a “Software Maintenance Agreement” consists of providing advice by telephone regarding the use and operation of the relevant software and periodically sending program updates upon request.

5.2 Support can only relate to the releases of the software specified under “objects of the agreement” in the service and support agreement. The Client is obliged to inform Scan Sys in good time of any change of releases.

5.3 During the term of the relevant support agreement, the Client is obliged to immediately notify Scan Sys of changes made by or on behalf of the Client to the equipment and/or configuration, or of the use of other equipment and/or software or components thereof, all in connection with the software to be supported.

5.4 The hours during which the Client may request support work pursuant to a support agreement are from 09:00 to 17:00, Monday to Friday, with the exception of generally recognised public holidays, unless and insofar as otherwise agreed in writing in advance.

5.5 Scan Sys may consider itself released from its obligations under a support agreement insofar as a Client has not complied with its obligations referred to in Article 4, paragraph 1, and the provision of support has consequently become difficult.

6. Fault reports and response time

6.1 When Scan Sys receives a fault report during normal working hours, Scan Sys is obliged to provide telephone support within the response time stated on the contract form. If Scan Sys, contrary to the relevant service or support contract, provides assistance outside the applicable normal hours on any occasion, this can never give rise to any entitlement to such assistance.

6.2 Scan Sys will not be in default if the response time is exceeded, nor will it be liable for damage arising from any delay, if the delay is caused by circumstances outside Scan Sys.

6.3 The Client is obliged to report faults to Scan Sys in good time during office hours.

7. Prices and rates

7.1 Without prejudice to the other provisions of this article, the rate applicable to service or support obligations will be determined in advance for the entire term of the agreement and will be payable net in advance for each calendar year.

7.2 At the start of each new calendar year, the contract amounts will be indexed annually to cover cost increases.

7.3 The price does not include:

a) costs relating to relocation, moving, reinstallation and the making of changes, or remedying faults resulting from such work, performed by the Client or by third parties not authorised by Scan Sys;

b) work falling outside the agreement, such as modifying software and its configuration at the Client's request.

8. Payment

8.1 Payment must be made within 30 days of the invoice date without any discount or set-off of any kind, unless otherwise agreed in writing.

8.2 If the Client does not pay an invoice within the agreed period, the Client will be in default by the mere expiry of that period, with the result that all invoices not yet due will also become immediately due and payable. Scan Sys will furthermore be entitled, from the due date, to charge interest of 1% per month or part of a month, whereby part of a month will be regarded as a full month.

8.3 All costs, both judicial and extrajudicial, that Scan Sys must incur in order to collect the amounts owed by the Client under the agreement will be borne by the Client. The extrajudicial costs are set at a minimum of 15% of the amount owed, with a minimum of €50.

9. Suspension and security

9.1 Scan Sys is entitled to suspend its obligations under the agreement as soon as the Client has failed to comply with its obligations to pay the invoice within thirty days of the invoice date and, subsequently, has been requested or, as the case may be, formally demanded to do so in writing, by telephone request, fax message or email message by Scan Sys.

9.2 Scan Sys is entitled to suspend the performance of its obligations under the agreement for as long as the Client has not complied with its request to make advance payment or, as the case may be, provide security, without prejudice to the Client's obligation to pay the amount owed and/or any compensation and without prejudice to all other rights of Scan Sys.

10. Interim termination

10.1 Each of the parties is entitled to terminate this agreement, in whole or in part and with immediate effect, without any further notice of default, prior judicial intervention or obligation on its part to pay compensation, if either party has been granted a suspension of payments by a decision that has become final or has been declared bankrupt by a judgment.

10.2 If the Client fails to comply with any obligation under this agreement, particularly its obligation to make prompt payment, Scan Sys will be entitled to suspend the provision of services. If the Client remains in default after having been given written notice of default, Scan Sys will be entitled to terminate this agreement with immediate effect, without any further notice of default or judicial intervention being required.

11. Cancellation and termination

11.1 Without prejudice to the right to demand performance, Scan Sys is entitled, if the Client wishes to cancel the agreement, to terminate that agreement with effect from the first day of the following month, whereby Scan Sys will be entitled to charge the Client 25% of the annual amount to be invoiced or already invoiced as compensation.

12. Liability

12.1 Contrary to the provisions of the general terms and conditions of delivery and payment of Scan Sys, which also apply to the service agreement, Scan Sys accepts liability up to a maximum of €500,000 solely for direct damage to property and personal injury suffered by persons, insofar as such damage is attributable to the replaced equipment and/or components and is the result of gross negligence or negligence on the part of Scan Sys or the implementation partner appointed by it or, as the case may be, persons engaged by Scan Sys in the performance of this agreement.

12.2 Without prejudice to the provisions elsewhere in this agreement, Scan Sys will not be liable for any other damage, including consequential damage such as loss of data, lost savings and business interruption.

13. Confidentiality

13.1 Scan Sys undertakes to take sufficient measures to ensure confidentiality with respect to all data of which its staff members become aware during work performed for the Client.

14. General

14.1 The general terms and conditions of delivery and payment of Scan Sys also apply to this agreement. Amendments to or additions to this agreement will only be valid insofar as they have been agreed in writing.

14.2 If one or more provisions of this agreement are void or legally invalid, the remaining provisions of this agreement will remain in force. The void or legally invalid provisions of this agreement will then be interpreted in such a way that the meaning of this agreement as a whole is preserved.

14.3 Unless otherwise agreed, every employee of the Client is entitled to issue instructions to Scan Sys.

14.4 This agreement, as well as all disputes between Scan Sys and the Client that may arise from or relate to its performance, will be governed exclusively by Dutch law.

14.5 All disputes between Scan Sys and the Client arising from the agreement or its performance will be submitted exclusively to the competent court in The Hague, insofar as statutory provisions do not preclude this.

14.6 On pain of forfeiting its rights under this agreement, the Client is obliged to inform Scan Sys if new hardware or software is connected to the system for which service may be claimed under this agreement.

14.7 Offers and deliveries are made in accordance with the general terms and conditions of Scan Sys B.V. as filed with the registry of the District Court of The Hague under number 34/2010 and available directly upon request via <http://www.scansys.eu/nl/contact/algemene-voorwaarden>.

14.8 The prices stated are exclusive of VAT. Maintenance for the supplied software will be invoiced in the year of delivery on a pro rata basis from the first month following the month in which the software becomes operational.

14.9 The payment term for invoiced services and maintenance is 30 days from the invoice date.

Maintenance Agreement

The undersigned,

Name, having its registered office in MailingCity, at MailingAddress1,
represented by Description Initials MiddleName LastName Suffix, hereinafter
referred to as the Client,

and

Scan Sys B.V., having its registered office in Nootdorp, at Hofweg 25,
hereinafter referred to as Scan Sys,

declare that they have agreed as follows:

The general terms and conditions of Scan Sys B.V. and the other provisions
stated in or referred to in this agreement apply to this maintenance
agreement.

By signing this maintenance agreement, the Client declares that it agrees to
the same.

Agreed by the Client,

Name

Description Initials MiddleName LastName Suffix,

Date: _____

Scan Sys is pleased to offer its Clients the option of receiving invoices digitally.
If you wish to make use of this option, please enter the email address for
receipt below.

Email address for receipt of electronic invoice:
