

PJ Technologies® , Inc.

SOFTWARE MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

Terms and Conditions

PJ Technologies® Incorporated ("PJ Technologies") will provide you with the Software Maintenance and Support Services listed under this agreement. Licensed users of the Goverlan™ software products ("Software") who are not covered under this agreement will only be granted Limited Software Maintenance and Technical Support as defined in Software End User License Agreement.

Definitions

"PJ Technologies" means PJ Technologies Incorporated, a Florida corporation with offices at 7621 SW 54th Avenue, Miami, Florida 33143.

"Computer" means a computer device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

"Software" means all computer programming code, entirely in binary form, which is directly executable by a computer of a specific version of the Goverlan™ software product, including but not limited to the (i) Goverlan Remote Administration Suite, (ii) Goverlan Remote Control, (iii) WMIX, (iv) Goverlan Central Server software; and including related explanatory written materials and files ("Documentation").

"Software Update" means a version of the Software, which is classified by PJ Technologies as a "maintenance" release that corrects deficiencies and/or bugs affecting performance to the Software description.

"Software Upgrade" means a version of the Software as classified by PJ Technologies which has been enhanced, improved and/or modified and replaces the existing version of the Software.

"Software Maintenance" means the unique software maintenance and technical support to be provided by PJ Technologies pursuant to this agreement for the Software as set forth in these Terms and Conditions.

"Licensee" refers to the Customer who purchased a license to use the Software.

"You" or "Your" refers to the Customer applying for the Software Maintenance pursuant to these Terms and Conditions.

"Authorized Caller" or "Point of Contact" refers to an individual designated by Licensee who may contact PJ Technologies to request technical support (e.g., to report Software incidents or request assistance with Software use).

1. SUPPORT

PJ Technologies will establish and maintain an organization and process to provide support for the Software to the Customer. Support shall include (i) diagnosis of problems or performance deficiencies of the Software and (ii) a resolution of the problem or performance deficiencies of the Software.

PJ Technologies will provide telephone and internet based Live Chat support on a business day basis. Business day is defined as 9:00 AM through 6:00 PM eastern standard time, excluding holidays and weekends. In addition, PJ Technologies will provide an internet based support system generally available seven (7) days a week, twenty-four (24) hours a day.

Licensees are required to designate Authorized Callers for all direct support services-related communications with PJ Technologies. Licensee may replace an Authorized Caller at any time by notifying PJ Technologies' Support Services.

PJ Technologies will use its best efforts to cure reported and reproducible errors in the Software. PJ Technologies will engage staff during business hours until an acceptable resolution is achieved.

If a technical issue with the Software is the end-result of a conflict or incompatibility with another software product ("Third Party Product") which was not provided by PJ Technologies and which was implemented at Your site during the terms of this agreement, then the vendor of the Third Party Product must assist PJ Technologies in the resolution of the technical issue. If the vendor of the Third Party Product is not available or does not provide reasonable assistance in the resolution process, then PJ Technologies expresses no warranty that the issue will be resolved.

Provision of Support by PJ Technologies is conditioned upon Customer having deployed the current version of the respective Software for which such Maintenance is to be provided.

PJ Technologies shall not be required to provide support for the Software or customization of the Software with regard to Your unique application requirements.

This agreement is not intended as a consulting agreement for customer services.

2. MAINTENANCE

During the term of this agreement, PJ Technologies will provide the Customer with all released Software Updates and Software Upgrades of the Software along with other generally available technical material. Software Updates and Software Upgrades release dates will be solely determined by PJ Technologies.

These maintenance materials, including the Software, may not be used to increase the licensed number of versions or copies of the Software. The Customer agrees not to use or transfer the prior version but to

destroy or archive the prior version of the Software. All Software Updates and Software Upgrades shall be subject to the license agreement related to the Software.

All Software and related materials provided pursuant to Software Maintenance, including documentation and program materials are subject to these Terms and Conditions and the respective license agreement for the Software product.

3. LIMITATIONS

PJ Technologies shall be under no obligation to furnish Software Maintenance under these Terms and Conditions to the extent that such Software Maintenance is required as a result of: (i) the operation of the Software in environmental conditions or configurations outside those prescribed in the user manual or other PJ Technologies documentation for the Software; (ii) Your material failure to maintain the Software in accordance with the standards of maintenance prescribed in the user manual or other Software documentation provided to you with the Software; (iii) maintenance of the Software by anyone other than PJ Technologies or a third party authorized by PJ Technologies; and (iv) causes unrelated to the Software as delivered to You by PJ Technologies, including without limitation; modifications to the Software, made by You or on Your behalf.

4. WARRANTY

PJ Technologies 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 as described in the Software documentation but PJ Technologies does not guarantee that the problems will be solved or that any item will be error-free. This agreement is only applicable to PJ Technologies Software running under the certified environments specified in the release notes for that product. PJ Technologies will provide the Customer with substantially the same level of service throughout the term of this agreement. PJ Technologies may from time to time discontinue Software products or versions and stop supporting Software products or versions one year after discontinuance, or otherwise discontinue any support service. 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 PROVIDED 'AS IS'. PJ Technologies 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. PJ Technologies' 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.



Force Majeure. PJ Technologies shall not be liable for its failure to perform due to unforeseen circumstances or any causes beyond PJ Technologies' reasonable control ("Force Majeure"). In the event of Force Majeure, PJ Technologies' performance will be extended for a period equal to the duration of the delay caused hereby.

5. TERM AND RENEWAL

This agreement shall start on the Effective Date stated below. This agreement shall run for a period of one (1) year from the Effective Date and shall be renewed for consecutive one (1) year periods.

5.1 Renewal

PJ Technologies will notify Licensee when Software Maintenance subscriptions are scheduled to expire within 30 (thirty) days of the expiration date. If Licensee wishes to renew the Software Maintenance, a quote of the PJ Technologies' then current Software Maintenance pricing will be provided to the Licensee.

If PJ Technologies has not received an order or payment prior to the termination date, Licensee will receive a notification stating that Licensee Maintenance term has expired. Technical support will be extended for an additional thirty (30) days and Licensee will no longer be eligible to receive any Software Upgrades that are released after the Licensee Maintenance term has expired. Any other Maintenance activities that are contingent on a current Maintenance subscription will also be terminated.

5.2 Payment

Maintenance program subscriptions can be purchased in advance on an annual basis. Fees are due and payable annually in advance. Payment terms will be Net 30 Days.

If multiple Software products have been licensed throughout the course of a year by one customer, separate Maintenance quotes for each product are not issued. Instead, the Maintenance anniversary date for each license is prorated to the anniversary date of the first product licensed with Maintenance. All licensed PJ Technologies Software products offering a maintenance subscription are synchronized to reflect a common Maintenance start and end date, regardless of when each was first licensed. These prorated dates will be reflected on the Maintenance renewal quote.

This agreement may be terminated for non-payment or material breach. Fees paid or due are non-refundable unless PJ Technologies has materially breached this agreement and has failed to cure the breach after 30 days written notice.

6. GENERAL

- (a) Each party acknowledges that it has read this Agreement; they understand the agreement and agree to be bound by its terms. 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. This Agreement may not be modified or altered except by written instrument duly executed by both parties. The Software and the use thereof is subject to the license agreement related to the Software.
- (b) Times by which PJ Technologies will perform under this agreement shall be postponed automatically to the extent that PJ Technologies is prevented from meeting them by causes beyond reasonable control.
- (c) This agreement and performance hereunder shall be governed by the laws of the State of Florida. Venue shall be in Miami Dade County, Florida.
- (d) 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.
- (e) 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.
- (f) Customer may not assign or sub-license without the prior written consent of PJ Technologies, 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.
- (g) The prevailing party in any action related to this agreement shall have the right to recover its reasonable expenses including attorney's fees.