



Linker IT Software B.V.  
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## SOFTWARE MAINTENANCE AGREEMENT

Software Maintenance Agreement No. \_\_\_\_\_

This Software Maintenance Agreement ("Agreement") is between the licensee printed below ("Licensee") and Linker IT Software BV. ("LIT").

### DEFINITIONS

"Software" means the actual copy of all or any portion of the final commercial release(s) of LIT proprietary geographic information system software technology, computer software code, components, dynamic link libraries, and programs delivered on any media, whether provided in source, object, or executable code format(s), inclusive of backups, updates, or upgrades supplied under this Agreement.

### ARTICLE 1—TERM AND FEE

The initial term of this Agreement shall begin on receipt of order (renewal date) and shall continue for twelve (12) consecutive months at the fee(s) noted in the LIT Quotation. Thereafter, Licensee may continue the service for annual maintenance and update at the then current fee. Should Licensee decide to extend this Agreement, Licensee shall issue a purchase order in advance of the renewal date at the quoted price. Payment is due annually in advance. Licensee agrees to pay LIT invoices within thirty (30) days of receipt.

### ARTICLE 2—SOFTWARE MAINTENANCE AND UPDATE SERVICE

LIT will support/maintain the Software for a period of twelve (12) months. Software support and maintenance will apply only to unmodified Software and to commercially released updated versions of the Software. Software updates are provided only for standard hardware platforms and operating systems supported by LIT as described in the Software documentation. Licensee is responsible for making or arranging for updates to interfaces for nonstandard devices or custom applications.

LIT supports users with the installation and maintenance of LIT Software, assistance in solving problems arising from the use of the Software and bugs submitted by the user.

Licensee may contact Technical Support at [www.oraxcel.com](http://www.oraxcel.com).

Hours: 8:00 a.m. to 5:00 p.m. GMT+1 (Monday through Friday, except LIT holidays)

### ARTICLE 3—TERMINATION

This Agreement may be terminated by either party giving the other party thirty (30) days notice of intent to terminate prior to the end of the term identified in Article 1.

**ARTICLE 4—LIMITATION OF LIABILITY AND REMEDIES**

LIT will use commercially reasonable efforts to provide corrections or work-around solutions for any errors reported and determined to be in the Software or the documentation at no cost to Licensee for the term of this Agreement.

EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, LIT DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT. LIT DOES NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION WILL MEET LICENSEE'S NEEDS, OR THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.

If LIT fails to fulfill its obligations under this Agreement, Licensee's sole and exclusive remedy is the right to terminate this Agreement immediately for the affected Software.

IN NO EVENT SHALL LIT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE SOFTWARE OR DOCUMENTATION,

HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT LIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**ARTICLE 5—LICENSE**

Licensee may only use the type and number of copies of the Software, data, and documentation for which the appropriate license fees have been paid to LIT and in accordance with the licensed configuration on file with LIT Customer Service. Licensee may not assign the rights granted hereunder, or any of them, without the prior written consent of LIT.

**ARTICLE 6—APPLICABLE LAWS**

The laws of The Netherlands and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement.



**ARTICLE 7—ENTIRE AGREEMENT**

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each party.

The parties have agreed to these terms and have executed this Agreement on the date last signed below.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date written below.

(Licensee) By:

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

Printed Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

Linker IT Software BV

(LIT) By:

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

Printed Name:

Gerrit-Jan Linker

Title:

Director

Date:

\_\_\_\_\_

