



**Csoft Corporation Software Maintenance Agreement  
miniWare™, qwikWare™ and megaWare™ Applications  
Version 2.5**

*Configurable Software Solutions using VSE™ Technology...*

This Software Maintenance Agreement ("the Agreement") is entered into by and between:

referred to in this Agreement as "Customer" and Csoft, Inc., referred to in this Agreement as "Csoft." Contemporaneously with the execution and delivery of this Agreement, Csoft and Customer have entered into an agreement referred to as the Product License Agreement. Pursuant to the Product License Agreement, Csoft granted a Limited License to Customer in respect of the computer programs described in the Product License Agreement, as amended and supplemented from time to time. Such programs are referred to in this Agreement as the "Products". The terms and conditions of the Product License Agreement are incorporated herein by this reference. In the event of any conflict between the provisions of this Agreement and the Product License Agreement, the terms and conditions of this Agreement will control for the maintenance services described herein. Terms used herein with initial capital letters but not defined herein shall have the respective meaning set forth in the Product License Agreement.

**ERROR**

For purposes herein, an "Error" will mean a reproducible material failure of the Products to operate in substantial conformance with their functional specifications as provided in their respective Documentation.

**RESPONSIBILITIES AND OBLIGATIONS OF CSOFT**

In return for the payment of maintenance fees set forth herein, Csoft shall maintain the Products, supply software updates, furnish maintenance service and remain responsive to the maintenance requirements of the Customer in respect to the Products, subject to the conditions stated herein. In furtherance thereof, Csoft shall provide periodic Error correction service consisting of distributing, en appropriate media, updated revisions of any Product software component in which Errors have been remedied by Csoft. Emergency Error correction service is provided when Csoft confirms that an Error exists in a Product component such that the Customer's system becomes inoperable or data integrity is affected. The obligations of Csoft hereunder shall be limited to the most recent release of the Product.

**CHARGES AND FEES**

The annual fee for the maintenance services provided by Csoft to Customer under this Agreement shall be fifteen percent (15%) of the List Price, as published from time to time by Csoft, of the licensed Products including add-on Products ("SnapOns"). Customer all be responsible for all sales or use taxes or any other taxes, fees or duties imposed by Federal, State or Local governments or with respect to the services-rendered or property provided by Csoft pursuant to this Agreement, except for taxes based on the income of Csoft. If Csoft corrects defects or problems attributable to Errors caused by Customer, Customer agrees to pay Csoft its then current standard rates for time and material. On site assistance is beyond the scope of this Agreement. In the event on site assistance is requested by Customer, Customer agrees to pay Csoft for all travel and other incidental expenses, including meals, telephone charges, and shipping costs, incurred in connection with the performance of duties by Csoft under this Agreement. The maintenance fees under this Agreement are due and payable in advance not later than the first business day of each calendar year, as billed in advance of such year. Maintenance fees will begin thirty 130 days after the shipment by Csoft to Customer of the Products. Fees for the initial year shall be prorated when applicable. Past due balances accrue interest at the rate of 18% per annum. Csoft reserves the right to adjust its fees for successive years provided at least thirty (30) days notice is provided to the Customer prior to the start of the upcoming calendar year. There will be no more than a 5% change in fees from one period to the next.

**CONTINUED ON NEXT PAGE**

This Agreement constitutes the entire Agreement between the parties regarding the subject matter herein and supersedes any prior written or oral Agreement between them regarding the subject matter herein. This Agreement shall not be amended except by a written agreement signed by the parties. Any written notice either party hereunder shall be made to the address set forth on the signature page. This Agreement may be executed by facsimile signature and in two or more counterparts, all of which taken together shall constitute one agreement.

IN WITNESS WHEREOF the undersigned authorized representatives of the parties have executed this Agreement as of the day and year last stated below.

**CSOFT CORPORATION**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Address: 2940 Santa Teresa Ave., Suite 240  
San Jose, CA 95119

**CUSTOMER** \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Tel#: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Csoft Corporation  
6980 Santa Teresa Avenue, Suite 240  
San Jose, CA 95119  
Phone: 408-578-2302  
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**CUSTOMER ACKNOWLEDGEMENT OF MAINTENANCE LEVEL**

Customer acknowledges only software maintenance services are covered by this Agreement. Customer acknowledges that it will procure support services from the Support Provider so designated on a Software Support Agreement executed contemporaneously with the execution and delivery of this agreement and the Product License Agreement.

**LIMITATION OF LIABILITY**

COMPANY'S CUMULATIVE LIABILITY UNDER OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO COMPANY HEREUNDER DURING ANY ONE (1) CALENDAR YEAR WHILE THIS AGREEMENT REMAINS IN EFFECT. IN NO EVENT WILL COMPANY, HAVE ANY LIABILITY FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR OTHER CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST SAVINGS), WHETHER BASED IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE UNDER OR RELATED TO THIS AGREEMENT.

**REMEDIES OF CSOFT**

In the event that (A) Customer defaults in the performance of any covenant, condition or obligation hereunder required to be performed by Customer under any contracts with Csoft and such default is not remedied to the satisfaction of Csoft within thirty (30) days after written notice thereof has been given by Csoft, or (B) Customer becomes insolvent or bankrupt or makes any assignment for the benefit of its creditors, or (C) bankruptcy, reorganization or insolvency proceedings are instituted by or against Customer, then in any such event, Csoft may, at its option, cancel this Agreement and recover from Customer its damages, including without limitation, its expenses, fees and costs. Csoft's expenses shall include reasonable attorneys' fees and other costs of enforcing its rights. All rights of Csoft hereunder are separate and cumulative and in addition to any other remedies Csoft may have in law or equity. No waiver or exercise of any available remedy shall be deemed to be an exclusion of any other remedy and shall not limit or prejudice any other legal or equitable right that Csoft may have. No waiver by either party of any default shall be deemed a waiver of any subsequent default.

**TERM**

This agreement shall continue indefinitely unless the Product License Agreement is terminated in accordance with the provisions of the Product License Agreement.

**GENERAL PROVISIONS**

This Agreement and the rights and obligations of Csoft may be assigned, transferred, or subcontracted upon furnishing prior written notice to the Customer. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada and venue shall be exclusively in Carson City, Nevada. This Agreement constitutes the entire Agreement between the parties regarding the subject matter herein and supersedes any prior written or oral agreements between them regarding the subject matter herein. This Agreement shall not be amended except by a written Agreement signed by the parties. Any written notice to either party hereunder shall be made to the address set forth on the signature page. This Agreement may be executed by facsimile signature and in two or more counterparts, all of which taken together shall constitute one Agreement.

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