



SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT SMARTLINC II AND SMARTPOINT

Software Maintenance Agreement # _____ (Kaba Mas use only)

Start Date: _____

Fee: _____

This Software Maintenance and Support Agreement ("Agreement") is between the licensee printed below ("Licensee") and Kaba Mas LLC ("KML")

DEFINITIONS

"Software" refers to the actual copy of all or any portion of the final commercial release(s) of Smartlinc II and SmartPoint software, Version 2.0 and above only, to include:

- Lock set-up
- User set-up
- Total Audit
- Daylight Savings Time (DST) set-up,

software technology, code, components, dynamic link libraries and programs delivered via 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 upon receipt of this fully executed agreement and shall continue for twelve (12) consecutive months at the fees noted in the KML Quotation. Thereafter, Licensee may continue the service for annual maintenance and updates at the then current fee. Should Licensee decide to extend the 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 KML invoices within thirty (30) days of receipt. Should you allow this Agreement to expire, you must purchase and upgrade to the current version of the software in order to register for a new maintenance period.

ARTICLE 2 - SOFTWARE MAINTENANCE AND UPDATE SERVICE

KML will provide all Software releases, service packs, updates and patches to the Software for a period of twelve (12) months. Software updates are provided only for hardware platforms and operating systems supported by KML as described in the Software documentation. Licensee is responsible for, and KML assumes no responsibility in the acquisition, installation or support of updates or interfaces for any nonstandard devices or custom applications.

This Agreement includes technical support for the initial installation of KML Software, assistance in solving problems arising from the installation and use of the Software during the initial deployment phase not to exceed 60 days after install, hardware interfacing of KML peripheral devices and logging of enhancement requests and Software bugs submitted by the user.

This Agreement DOES NOT include:

1. Altered or modified Maintained Software.
2. Any combination of Maintained Software and other Software versions not covered by this Agreement.
3. A release of Maintained Software for which maintenance has been discontinued.
4. Discrepancies caused by Licensee's negligence or fault.
5. Discrepancies caused by hardware malfunction.
6. Discrepancies that do not significantly impair or affect the operation of the Maintained Software.

7. Maintained Software used on a computer or operating system other than that specified by KML documentation.

8. Guaranteed technical support response times during the deployment period.

Licensee may contact Technical Support at:

Kaba Mas System Analyst

PH) 800-950-4744

Fax) 859-255-0932

Hours: 8:00 a.m. to 5:30 p.m. Eastern time (Monday through Friday) except regularly scheduled KM holidays.

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ARTICLE 3 – TERMINATION

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

ARTICLE 4 – LIMITATION OF LIABILITY AND REMEDIES

KML shall use reasonable efforts to provide corrections in the form of work-around, support release, update disk, correction disk, or electronic transfer equivalent, patch, major upgrade or other suitable form for any errors reported and determined to be in the software or the documentation, but KML cannot guarantee to do so. The correction shall be provided at no cost to the Licensee for the term of this Agreement. KML reserves the right to discontinue Maintenance Services without notice on past work-arounds, support release, update disk, correction disk, or electronic transfer equivalent, or patch after a subsequent major upgrade release, support release, update disk or electronic transfer equivalent containing a correction is available.

EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, KML DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT. KM 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 KML 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 KML 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 KM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

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.

ARTICLE 5 – LICENSE

Licensee may not assign the rights granted hereunder, or any of them, without the prior written consent of KML.

ARTICLE 6 - APPLICABLE LAWS

The laws of the State of Kentucky 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

For internal use only:

KML Quotation Number: _____

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: _____

LICENSEE CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Fax: _____

E-mail: _____

KABA MAS LLC (KML)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

FAX COMPLETED FORM TO: 859-255-2655