



EDFI Corp 775 Park Ave Suite 155, Huntington, NY 11743
Tel 631-300-2413 * Fax 631-423-8444 * Support 631-767-0322 support@edfi.net

SOFTWARE MAINTENANCE AGREEMENT

This software Maintenance Agreement ("Agreement") is between the licensee printed below ("Licensee") and EDFI Corp -Master Agent MCNI Listen Software- ("EDFI").

DEFINITIONS:

"Software means the actual copy of all or any portion of the final commercial release(s) of MCNI Listen and Client Software from Aulabaugh Consulting Group proprietary order entry software for PDA's and middleware, any computer software code, components, dynamic link libraries, and programs delivered by any method, being media or web, whether provided in source, object or exactable 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 payment of invoice by EDFI Corp for renewal and shall continue for twelve (12) consecutive months at the fees provided on your annual renewal invoice for maintenance. Thereafter the Licensee may continue the service for annual maintenance and updates at the fee invoiced. Should licensee decides to extend this Agreement, Licensee shall pay invoice provided in advance of any services.

ARTICLE 2 – SOFTWARE MAINTENANCE AND UPDATE SERVICE:

EDFI Corp will provide updates and maintain the Software for a period of twelve (12) months. Software updates and maintenance will apply only to unmodified Software and to commercially released updated versions of the Software. Software updates are provided only for the standard hardware platforms and operating systems as described in the Software documentation. Licensee is responsible for making or arranging for updates to interfaces for nonstandard devices (phones and or PDA's not supported) or custom applications. Licensee is also responsible for backup of there data for Licensed Software.

EDFI Corp support and maintenance will be provided in compliance with the EDFI Corp Support Services Policy on our website www.edfi.net > support > policy. EDFI Corp supports users with the installation and maintenance of MCNI Listen and PDA Client Software, assistance in solving problems arising out of the use of the Software, hardware interfacing of peripheral devices, and logging of enhancement requests and bugs submitted to support@edfi.net. The Fee invoiced provides for program updates, access to the web site for downloads and support. Support will be available during normal business hours. You

must have paid this maintenance agreement and it must be in force to get a respond to a technical issue. Per incident support is available at our normal rate of \$125 per hour and maybe secured with a credit card or billed, billed option is up to EDFI Credit department. After hours and weekend/holiday support is billed at \$175 per hour with a minimum of one half hour and maybe secured with a credit card or billed.

Licensee may contact Technical Support at
EDFI Corp. Technical Support
Internet www.edfi.net
Email support@edfi.net
Phone 631-767-0322
Fax 631-423-8446

Hours 9am (est.) to 5pm (est.) (Monday through Friday, except EDFI Holidays and other special days) .

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 in Article 1.

ARTICLE 4- LIMITATION OF LIABILITY AND REMEDIES:

EDFI Corp 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 the Licensee for the term of this Agreement.

EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, EDFI CORPDISCLAIMS 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 NININFRIGEMENT. EDFI CORP 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 EDFI Corp 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.



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IN NO EVENT SHALL EDFI CORP 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 EDFI CORP 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

Maintenance and support is provided subject to terms and conditions of the then current General License Terms and Conditions, the terms of which will be indicated on EDFI Corp.'s web site or enclosed in the deliverable's packaging, depending on method of delivery. Licensee may only use the type and number of copies of Software, data and documentation for which the appropriate licensee fees have been paid to EDFI CORP and in accordance with general license terms and conditions and licensed configuration on file with EDFI Corp Customer Service.

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

ARTICLE 6- APPLICABLE LAWS

The laws of the State of New York, Suffolk County 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 modifications or amendments 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 WHEREEOF, 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: _____

EDFI CORP

BY: _____

Printed Name: _____

Title: _____

Date: _____

LICENSEE CONTACT INFORMATION:

Contact: _____

Installation Address: _____

City, State, Zip _____

Telephone _____

Fax _____

E-Mail _____