



BellHawk Software Maintenance Plan

Plan Benefits and Costs

The primary purpose of the BellHawk Software Maintenance Plan (the Plan) is to keep the BellHawk software working despite changes made to the underlying operating system software by Microsoft. In the event that Microsoft changes its operating system or other software used by the BellHawk software, such as SQL Server or IIS, and this causes the BellHawk software to stop working then BellHawk will use its best efforts to come up with a fix as soon as possible and to work with the client's Information Technology (IT) support organization to get this installed and BellHawk operating again as soon as possible.

The software maintenance plan includes handling Email (but not telephone) support requests sent to Support@BellHawk.com by the client's designated IT support person relative to keeping the software working. This is to provide support relative to keeping the BellHawk software operating and to investigate and fix any bugs that may be found in the software, as described below. It also includes support to a designated client project manager to answer questions sent by Email to Support@BellHawk.com about how to use the BellHawk software

The Plan also provides clients of BellHawk Systems Corporation (BSC) with the ability to obtain upgrades to the software modules for which they have purchased licenses at no additional cost. This Plan provides a license to use those upgrades but does not include the cost of services needed to back-integrate these upgrades into each client's version of the BellHawk software.

Purchasers of perpetual licenses to the BellHawk software receive coverage under this Plan for a one calendar year period from the date of delivery of their BellHawk software. Thereafter Clients can optionally purchase coverage under this plan at a cost of 20 % (twenty percent) per year of the purchase price paid by the client for all the licenses for BSC's software modules that the client has purchased, excluding software customization fees. This Plan is included as part of Rental and Subscription plans for the BellHawk software.

If the client's designated IT support person submits a report of a problem that is obviously caused by a coding error in our software then there will be no charge for investigating and fixing this problem provided that the client is covered by the Software Maintenance Plan. But clients will be charged for all the time spent in investigating and fixing problems (with appropriate pre-payment and authorization), even if they are caused by errors in the BellHawk code, if they are not covered by the Software Maintenance Plan.

If the client's designated IT support person submits a report of a problem that could be caused by a coding error in BSC's software but which could also be caused by data entry or import problems, IT issues, or other operational problems then BSC will charge the client's pre-paid support account (with appropriate pre-authorization) for investigating the problem up to the point in time when the problem is determined to be obviously due to an error in BSC's software code. Thereafter all further investigation and bug fixing charges will be covered under the Software Maintenance Plan.

If the BellHawk software is installed on the client's Windows Server (on a perpetual license or rental basis), the Plan includes issuance of bug fixes in the form of updated software and/or database update scripts to the client's designated IT person by means of BSC's FTP site, at no cost.

It is then the responsibility of that IT person to download and install the upgrades, after testing them to make sure that they work correctly for the client, as per the BellHawk Software License Agreement. If the IT person requires assistance in updating the software on the client's server then the time required by a BSC staff member to assist the IT person will be charged against the client's pre-paid support account.

If BSC's software is being used on a hosted subscription basis on a Windows Server managed by BSC then any needed bug fixes will be installed at no cost.

As part of the Software Maintenance Plan, BSC will retain a copy of the source code for the BSC software as it was when upgrades for the BSC software were last provided to the client. This retention may cease when Plan coverage lapses. This is in recognition of the fact that most users of BSC's software are using older versions of BSC's software which they previously had tested and validated for use in their operations.

Plan fees are payable annually in advance. Note that no-charge bug fixes and upgrades are only available for those days when a client is covered by the Plan.

When Plan coverage is purchased for a succeeding year prior to the end date of the coverage purchased for the current year then coverage for the succeeding year will start at the end of coverage for the current year and be considered continuous coverage.

If Plan coverage is not purchased for a succeeding year prior to the end date of the coverage purchased for the current year, then the Plan coverage will lapse on the day following the Plan end date and may only be reinstated by agreement with BSC.

Plan coverage starts on the date of first delivery of the BellHawk software. If BSC or an authorized BellHawk solution partner performs the installation of a new BellHawk system then the date of first delivery shall be the date of first installation of the software otherwise it is considered to be the date of shipment to the client.

Lapsed coverage under the Plan can only be reinstated by payment of special fees to BellHawk system. These fees are normally calculated to be the cost of the Plan pro-rated on a monthly basis for the lapsed period, not to exceed the cost of one year's coverage, plus an administrative fee of \$100 to cover the cost of reinstating Plan coverage. These special fees are in addition to payment for the upcoming year which is also required for Plan reinstatement.

Terms and Conditions

1. By obtaining BellHawk Software upgrades or bug fixes from BSC as specified by this Plan, the client agrees to the terms and conditions of this Plan.
2. Any upgrades or bug fixes obtained under this Plan remain the intellectual property of BSC and are licensed to the client under the same terms and conditions as the licenses to the modules, purchased by the client, to which they apply.
3. The "BellHawk Software License Agreement" under which the client's BellHawk software modules were purchased is incorporated by reference.

4. Before benefits can be provided under this plan, each client is required to notify BSC of the name and Email for their designated IT support person and project manager. The designated IT person and/or project manager can be changed at any time by notifying BSC of the change by Email to Support@BellHawk.com.
5. BSC's liability resulting from this Plan shall be strictly limited to the refund of the last year's payment for the Plan received by BSC. BSC'S ENTIRE LIABILITY AND THE CLIENT'S EXCLUSIVE REMEDY UNDER THIS AGREEMENT, FOR ANY CLAIM, WHETHER IN CONTRACT (INCLUDING BREACH OF WARRANTY), OR IN TORT (INCLUDING NEGLIGENCE), SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY THE CLIENT TO BSC FOR THOSE SERVICES OR DELIVERABLES UPON WHICH THE LIABILITY IS BASED.
6. If the client's Plan has lapsed and BSC agrees to issue a new Plan, BSC shall have no liability for recovering the source code for the client's system, even though it was covered under a prior Plan.