



**Advanced Mission Planning Solution (AMPS)  
Software Maintenance and Hardware Warranty Agreement**

This Limited Software Maintenance and Hardware Warranty Agreement ("Agreement") is entered into between Tradecraft Technologies, LLC, a Massachusetts-based Corporation, hereinafter referred to as "Licensor", and the purchaser of this Agreement, hereinafter referred to as "Licensee", for warranty and maintenance services as outlined herein in connection with the portion of the commercial software product ("Software") which has been licensed by Licensee from Licensor under the terms of a separate agreement (hereinafter referred to as the "License").

**1. TERM:** The term of this Agreement ("Term") shall be for a thirty-six (36) month period commencing on [Month 01<sup>st</sup>, 20XX] (the date of material delivery) and ending on [Month 01<sup>st</sup>, 20XX]. This TERM replaces any limited or base warranty implied through the End User License Agreement (EULA).

**2. SOFTWARE MAINTENANCE and HARDWARE WARRANTY FEE:** The Licensee will pay Licensor a software maintenance and hardware warranty fee ("Maintenance and Warranty Fee"), payable in U.S. currency in advance to Licensor. The Maintenance and Warranty Fee shall entitle the Licensee to the Maintenance and Warranty Services as defined and described in this Agreement for the Term.

**3. SOFTWARE MAINTENANCE SERVICES:** Licensor will provide the following Maintenance Services to Licensee with respect to the [Program Name]:

A. In coordination with the Licensee, Tradecraft Technologies will release semi-annual updates of the Software that may incorporate;

- Corrections of any substantial defects
- Fixes of any minor bugs
- Corrections for security flaws; and
- Customer specific feature enhancements to the Software

B. Consultation on dealing with substantial defects in the Software.

C. Answering of inquiries on Software installation and use, problem resolution, configuration, or security parameters via e-mail or telephone, within reasonable limits during the hours of 9:00am and 5:00pm, Eastern Standard Time, Monday through Friday, excluding US federally recognized holidays.

"Reasonable limits" will be determined solely by the Licensor. Any dispute between Licensor and Licensee over what constitutes reasonable limits will be resolved by a pro-rated refund of Licensee's Maintenance Fee based on length of service provided, and termination of this Agreement.

Licensor does not guarantee any specific response time to inquiries, but will use reasonable efforts to respond to inquiries in a timely manner. Licensor will acknowledge Licensee's trouble report with a status update within twenty-four (24) hours of Licensee's initial contact.

All Software upgrades and patches will be sent to Licensee's technical point-of -contact as designated by Licensee in the Subcontractor Purchase Order. Among the services which are NOT included as part of this Maintenance Agreement for any version of the Software are:

- Maintenance or support for hardware, network infrastructure or equipment, or software other than that provided by Licensor
- Maintenance or support for embedded 3rd party software (e.g., operating system, virus scanning software, etc.)
- Custom programming services
- On-site support
- Training
- Provision or repair of hardware and related supplies; and Support of any programming changes made to the Software by Licensee or any party other than Licensor

**4. HARDWARE WARRANTY:** The Maintenance and Warranty Fee shall entitle the Licensee to the Hardware Warranty Services as defined and described below for the Term. This Warranty is intended to include coverage for all hardware provided by Tradecraft Technologies under the [Program Name].

- All internal hardware components, the physical interface connections and appliance chassis of the AMPS system as installed into the customers stable environment shall be covered under this Hardware Warranty Agreement for the Term.
- Hardware failures and defects will be determined and processed through notification to the Licensor anytime during the Term.
- Upon notification of a suspected failed hardware component or complete system failure, the Licensee may be required to perform troubleshooting steps to isolate the hardware failure.
- Upon determination of a failed hardware component or complete system failure, the Licensor will expedite the replacement component or complete replacement system to the Licensee. As needed, the Licensor will provide telephonic and /or email support to restore the hardware component or system to a properly functioning state.
- The Licensee will be required to return the failed component or failed system to the Licensor within thirty (30) days of receipt of the replacement component. The Licensor will provide a pre-paid shipping bill of lading to cover all shipping and handling charges of the returned material.

**5. MAINTENANCE and WARRANTY RECURRENCE:** The Maintenance and Warranty Fee is a combined annually recurring fee and must be kept current in order for Software Maintenance and Hardware Warranty to remain in effect. Licensor will provide Licensee a new Software Maintenance and Hardware Warranty license key each year after receipt of the Fee. To preclude interruption of Licensee's Operations, a 90-day grace period will be granted to allow for Licensee's contracting and funding process. This current SOFTWARE MAINTENANCE and HARDWARE WARRANTY will expire on [Month 1<sup>st</sup> 20XX].

**6. OBLIGATIONS OF LICENSEE:** Licensee is requested to install all updates and patches, including any enhancements for the Software in accordance with the instructions and in order of receipt from Licensor. Upon detection of any error in the Software, Licensee, as requested by Licensor agrees to provide Licensor a listing of output and any other data that the Licensor reasonably may request in order to reproduce operating conditions similar to those present when the error occurred.

**7. LIMITATIONS:** Except for a breach of the Proprietary Information Agreement between the parties or as otherwise provided under applicable law, neither party shall be liable to the other for indirect, special or consequential damages arising out of this Agreement, even if the party has been notified of the possibility of such damages. Cost of any other vendor products, such as the operating system are not covered in any upgrades to the vendor's products.

**8. LAPSE IN SOFTWARE MAINTENANCE SERVICES:** Licensor has no obligation to provide Maintenance Services to Licensee if Licensee allows Maintenance Agreement to lapse. Failure by Licensee to maintain periods of consecutive maintenance services will be considered a lapse. Licensor is under no obligation to notify Licensee of expiration of the Term. If Licensee allows the Maintenance Agreement to lapse, it may continue to use the latest version of Software then in its possession provided all license fees for the applicable license term have been paid to Licensor, but will not be entitled to Maintenance Services outlined in this Agreement.

Reinstatement of Maintenance Services after a lapse will require execution of a new License Agreement and payment of the full license fee in effect at the time. If Licensee fails to pay the maintenance fee for any term or consecutive terms but later elects to obtain upgrades of the Software and corresponding Software support, Licensee shall pay the maintenance fee for the term in which Licensee makes that election. Licensee shall also pay the maintenance fees which were owed for the previous term or consecutive terms but which Licensee has not yet paid.

**9. TERMINATION:** Licensor will have the right to terminate this Agreement and all services provided pursuant to this Agreement; a) upon termination of the Licensee's Software License Agreement by either party for any reason permitted under the License, and b) if Licensee or its employees or agents violate any provision of this Agreement or the License, and Licensee fails to cure such violation within fifteen (15) Days after receipt of written notice from Licensor.

Licensor reserves the right to cease provision of maintenance services outlined in this Tradecraft Technologies Software Maintenance and Hardware Warranty Agreement for reasonable cause and Licensee agree that in such event liability of the Licensor shall be limited to refund of a prorated portion of Maintenance Fee based on length of service provided.

**10. GENERAL PROVISIONS:** This License shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and Licensee submits to the subject and personal jurisdiction of the courts of Massachusetts. This Agreement represents the complete and total understanding between Licensor and Licensee and supersedes all prior agreements, proposals, representations and other communications between them with respect to Maintenance Services. This Agreement may be modified only with the written approval of an authorized representative of Licensor.

If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement will be valid and enforceable to the maximum extent possible.

Licensee agrees that it will be responsible for any sales, use, personal property, excise, or other taxes imposed by any governmental organization in this transaction, except income taxes.

The waiver or failure of Licensor to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

**11. AGREEMENTS:** Each Party represents and warrants that the person signing this Agreement on its behalf is duly authorized to execute this Agreement and bind it in contract.

<b>Tradecraft Technologies. LCC</b>	<b>Customer/Program Name</b>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____