


PyKota Technical Support Services Agreement

	<p>Conseil Internet & Logiciels Libres Jérôme Alet 48 Avenue Vincent Arnaud 06300 Nice – France</p> <p>Phone : +33 (0) 493 271 298 Web : http://www.pykota.com Email : alet@librelogiciel.com</p> <p>SIRET : 433 032 570 00015 APE : 721Z</p>
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NB : you have to fill-in pages 1, 5 and 6 of this document, and send back TWO copies of it to us.

PyKota Technical Support Services Agreement, between:

- **SUPPLIER:**
Conseil Internet & Logiciels Libres - Jérôme Alet
48 Avenue Vincent Arnaud
06300 Nice - France

And :

- **CLIENT:**
(Please fill in the blanks)

DURATION OF SERVICES:

Services to be provided for a period of one year from date of purchase.

EXTENT OF SERVICES:

Services apply for up to Print Servers, Printers, and Users
(please fill in the blanks)

PRICING:

Services are provided for a Fee, computed with the following formula (VAT included) :

$$(100.0 \times \text{NbPrintServers}) + (2.5 \times \text{NbPrinters}) + (0.04 \times \text{NbUsers}) \text{ EUROS.}$$

Please fill in the blanks below :

$$(100.0 \times \dots) + (2.5 \times \dots) + (0.04 \times \dots) = \dots \text{ EUROS.}$$

Supplier may pro-rate Fees to coordinate with a fiscal or calendar year. Fees are non-

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refundable and non-cancelable.

The Annual Fee will be invoiced upon execution of this Agreement and on or about each anniversary of the date of purchase. Invoices shall be paid within thirty (30) days from date of receipt, without setoff or deduction. On late payments, interest will accrue at one (1) percent per month and Supplier may recover costs of collection, including reasonable legal fees and expenses. Supplier may suspend services if amounts are not paid when due.

Client shall pay, indemnify and hold the Supplier harmless from all sales, use, gross receipts, GST, value-added, personal property or other tax or levy (including interest and penalties) imposed on the services and deliverables provided hereunder, other than taxes based on the net income or profits of Client ("Tax Obligations"). If Supplier relies on any tax exemption certificate which is disallowed by a taxing authority, Client will promptly pay and indemnify Supplier against such Tax Obligations.

DESCRIPTION OF SERVICES:

1. Services

a. Subject to payment of all fees due and owing to Supplier, Supplier will provide:

i. a login and password giving unlimited access to the restricted areas of the <http://www.pykota.com> website, which contains in particular the Official packages for the PyKota, PyKotIcon and Tea4CUPS software.

ii. support services on the terms set out below.

b. Supplier shall during the normal French office hours (9 am to 5 pm Monday to Friday excluding French Public Holidays) or in the case of emergency, and if available, at any other reasonably practicable time provide Client with remote support of the Software (defined below). Such support will include advice, installation and diagnostic assistance, and problem resolution with regard to the Software, and will normally be conducted by e-mail except in case of emergency or where Supplier otherwise deems it appropriate, when remote support may from time to time be conducted by telephone or by Internet Relay Chat (IRC) or by any other mean considered appropriate by Supplier.

c. Client shall promptly notify Supplier of any Defect in the Software and Supplier shall subject to the following provisions, endeavor to provide an initial response to the Client by close of business on the next business day following such notification and then use its reasonable endeavors to correct any material Defect and to send a corrected version of the portion of the Software in question to Client as soon as practicable after being so notified. Any and all such corrected versions of the Software shall be and remain the sole property of Supplier.

d. Client will ensure that the Software's integrated and automated problem reporting facilities are activated.

e. Supplier will use reasonable endeavors to correct any non-material Defect in the next Update released by Supplier.

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f. Supplier shall as soon as practicable after its availability for release provide Client with one copy of any update or improvement to the Software which Supplier makes generally available to its clients using the same Software ("an Update") and the Client shall ensure that any corrected version or Update of the Software is installed as soon as reasonably possible.

g. The Client acknowledges that Updates may involve the use of new versions of Third Party Software or operating systems. Supplier shall not be responsible for the cost of any new Third Party Software required by Client or any related charges if Client decides to utilize an Update provided by Supplier.

h. Support does not include the provision of Enhancements or the correction of any Defect due to:

i. the adaptation modification or alteration in any way of any part of the Software or the merger or combination of any part of the Software with any other computer software other than that acknowledged in writing by Supplier;

ii. any failure by Client to comply with any reasonable advice or instructions given by Supplier with regard to the use of the Software;

iii. any failure by Client to install any corrected version or Update of the Software supplied by Supplier.

iv. any corruption of the Software or data caused by the failure of Third Party Software or equipment or Client's equipment.

v. any failure of the client to do regular backups of the Software and of data managed by the Software.

vi. any incompatibility between software and hardware used by the Client, in particular printers and their drivers, and the Software.

i. All support Services are subject to the Client having appointed at most two suitably trained individuals within Client's organization to act as contacts between Client and Supplier and all primary contacts between the parties being channeled through those individuals.

2. Warranties

a. Limited Warranty on Services

Supplier shall use commercially reasonable efforts to provide Services in a professional and workmanlike manner substantially according to this Agreement. Supplier does not warrant its services or deliverables will be entirely free from error or defect or that use of the Software will be uninterrupted or error free. Client warrants it has all rights needed in associated technologies for Supplier to perform any Services under this Agreement.

b. Warranty Disclaimer

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EXCEPT AS STATED IN THIS SECTION ("WARRANTIES"), SUPPLIER DISCLAIMS WITH RESPECT TO SOFTWARE MAINTAINANCE SERVICE, SOFTWARE UPGRADES, THE COVERED SOFTWARE AND OTHER SERVICES AND DELIVERABLES, ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE. ANY PRE-RELEASE SOFTWARE WILL CONTAIN DEFECTS AND IS PROVIDED "AS IS" AND "AS AVAILABLE."

3. Limitation of Remedies & Liabilities

The parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk:

a. Remedies

Client's sole and exclusive remedies for Supplier's default hereunder shall be:

- i. to obtain the repair, replacement or correction of the defective services or deliverables, or
- ii. to obtain an equitable partial or full refund of amounts paid with respect to the defective services or deliverable.

b. Liabilities

NEITHER PARTY SHALL BE LIABLE WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE:

- i. FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL PRICE PAYABLE DURING THE CURRENT TERM, OR
- ii. FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH CLAIM. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER ANY EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

4. Default

Either party may be declared in default of this Agreement if it breaches any material provision hereof and fails within ten (10) days after receipt of notice of default to correct such default or to commence corrective action reasonably acceptable to the other party and proceed with due diligence to completion. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in Bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days.

5. Definitions

In this Agreement, the following expressions have the following meanings.

- a. "Software" means any version of the PyKota Print Quota and Print Accounting Software, of the PyKotIcon notification tool, and more generally any other software released by Supplier at his website <http://www.pykota.com> or by any other means.

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b. "Third Party Software" means any of:

- i. The printing system software : either CUPS, or any printing system software which may be supported in the future.
- ii. The database software : either PostgreSQL, MySQL, SQLite or OpenLDAP, or any database software which may be supported in the future.
- iii. Any other software module or library required by the Software.

c. "Defect" means any significant failure by the Software to perform in accordance with the functions of the Software as set out in the published documentation for the Software described above.

d. "Enhancements" means changes to the Software which are intended to improve, or add to the functionality of the Software by adding significant new features or functions or performance characteristics.

6. Software licensing terms

The Software is licensed by Supplier to Client under the terms of the GNU General Public licence of the Free Software Foundation, version 2.0, which full text is attached to this Agreement, and which can also be downloaded from <http://www.fsf.org/licenses/gpl.html>

This license explicitly grants the Client the rights to use the Software for any purpose, to access to the Software's complete source code, to modify the Software, and to redistribute the Software freely to any third party, provided that the Client abides by the terms of the GNU General Public License. Please refer to the attached document for details.

7. Renewal

This contract will be automatically renewed on each anniversary unless terminated in writing by the Client no later than 30 days prior to the anniversary date.

8. Liaison

The Client will nominate at most two technical personnel for liaison with regard to these support services. The Client will register these two people using the form at the bottom of the following web page :

<http://otrs.librelogiciel.com/otrs/customer.pl>

The Client will also identify these two people below :

a. Contact #1:

- Name:
- Title:
- Email:
- Phone:

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- Fax:

b. Contact #2:

- Name:
- Title:
- Email:
- Phone:
- Fax:

9. Miscellaneous

This document constitute the entire and exclusive agreement between the parties with respect to this subject matter and supersedes all other agreements, whether written or oral. This Agreement may be modified or amended only by a writing signed by the parties. Neither this Agreement nor any rights or obligations hereunder may be transferred or assigned without the other party's prior written consent, which shall not unreasonably be withheld, and any attempt to the contrary shall be void. Neither party shall be liable for delays caused by events beyond its reasonable control, except performance of financial obligations are excluded from this provision. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement of it on future occasions. Headings are for reference purposes only and have no substantive effect.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

SUPPLIER	CLIENT
By: Conseil Internet & Logiciels Libres	By:
Name: Jérôme Alet	Name:
Title: Director	Title:
Date:	Date:
Signature:	Signature:

(end of document)