



# MAINTENANCE AGREEMENT TERMS

- This agreement can be settle for a period of 1 to 3 years, renewed by tacit agreement. It could be cancelled at birth date with at least 30 days notice. The agreement fee will be paid at subscription.
- With the Maintenance Agreement, the customer is provided with software modifications, as released from time to time by Licensor at its sole discretion, to cure errors and introduce minor improvements and additions. A new maintenance release identification consists in a new figure added to product number after the decimal point (e.g., a release labelled "4.1" would be a maintenance release of Software version 4 or 4.0)
- New versions include important Software functions or/and modules additions and improvements released from time to time by Licensor at its sole discretion. A new version identification consists in a new figure added to the left of decimal point (e.g., a change from "4.1" to "5.0"). Licensor maintains full discretion as to whether and when to issue a new Software release and to classify it as "Maintenance Release" or "New Version".
- In order to receive all the releases of the product, every licence owned by the customer, even on several AS/400, has to be covered by a Maintenance Contract. If no, AURA has the right not to deliver the new releases or versions.

## Services included in the Maintenance Contract :

- Corrections of the software, when irregularities are detected by users : Customers themselves, our R&D Department, or other Customers,
- Possibility to submit to AURA Equipements every irregularity by mail only,
- Sending of releases by AURA Equipements.

## Services excluded of the Maintenance Contract :

- « Hot Line » support. Customers may contract for « Premium Assistance 3 Hours » separately,
- General support, education, training, development or programming assistance for the use of the software,
- Any service not mentioned specifically hereunder.

The warranties set forth herein are in lieu of all other warranties, expressed or implied, which are hereby disclaimed and excluded by AURA Equipements.

Neither AURA Equipements nor anyone else who has been involved in the creation, production or delivery of this product and services shall be liable for any direct, indirect, consequential or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of the use or inability to use such product even if AURA Equipements has been advised of the possibility of such damages.

The limited warranty is governed by the laws of France and shall benefit AURA Equipements, its successors and assigns.

Signer's Name : .....

Product Reference : .....
Maintenance Reference : .....
TOTAL Amount : .....
AS / 400 number : .....

Date : .....
Signature and stamp * :  
(* ) For acceptance of the whole clauses of this contract.