

Software Subscription Agreement SSA

Software Subscription Agreement (hereafter called SSA) for (hereafter called CSoft product) The SSA is an annual agreement, and has to be renewed

Parts of the SSA (including CSoft)

The SSA is entered between **RasterTech New Zealand, a division of Breedveld Enterprises Ltd.** (hereafter called CSoft Partner) and the license holder..... (hereafter called the customer).

SSA Grant

The customer will have access to updates; such as bug fixes, small specific changes and improvements, which are later implemented in new versions as required. Requirement reports will be produced by CSoft as a basis for the content of the changes. The following are examples of changes/improvements:

- Correction of faults reported by user
- Changes in the program for preventive reasons
- Reprogramming as a result of desired changes in the structure of the program, operating procedures etc.
- General improvements/changes

A manual per service license will accompany each new version of the CSoft product. Exceptions from this can be agreed between the customer and the CSoft Partner Normally, a description of changes in the current version compared with its predecessor will also be provided.

The SSA does not include any form of consultancy help from the CSoft Partner

Distribution

New versions will be distributed to the Customer after the launch of any new version. Extra handbooks/system-documentation must be ordered separately by the Customer at relevant list prices and be sent to the Customer on his behalf and at his own risk.

Price

The premium for the first period SSA is 15%. A renewal is 9 % ("Renewal Terms") of the current list price for the program. The price calculated is based on the number of licenses owned by the customer. When buying additional licenses, the Customer will be invoiced at the time of sale for the remaining SSA period. Thereafter, additional licenses will be included in the basis for calculating the SSA for the coming year.

The SSA only covers the Program when it is used in the way recommended by CSoft or the CSoft Partner

Nor does the SSA cover the repair of databases, support for functions in other programs connected to the Program and problems linked with operation systems, databases, networks, machine- and/or peripheral equipment independent of the Program.

Payment of SSA

The SSA is invoiced in advance, upon the first order, together with the license fee for the Program.

Initial SSA period

The SSA will apply for the remainder of the calendar quarter, plus 12 months.

CSoft or the CSoft Partner can change the conditions in the SSA with three months notice, with effect from the next SSA period.

Rights

According to this SSA, the CSoft Partner is entitled to transfer its rights and obligations to a third party. The Customer does not have this right without CSoft or the CSoft Partner's written approval.

Renewals

Prior to expiration of the SSA the customer may purchase a renewal for an additional 1 (one) year term at a time. If the customer does not purchase renewal for the SSA prior to expiration of the term, the SSA will automatically expire.

If the customer wishes to reinstate an expired SSA, they must first buy an upgrade to the latest version of the CSoft product and then purchase a new SSA (15% of list price)

Termination of SSA

CSoft may terminate the SSA if the customer fails to pay for the SSA or renewal in accordance with the terms.

Termination does not entitle the Customer to any repayment for the remaining SSA period. It simply means that the SSA is not renewed for the coming year.

Disputes

Any dispute arising from this SSA or circumstances resulting from this SSA shall be resolved through negotiation. If the dispute cannot be resolved, the matter will be decided through arbitration according to local law or Norwegian law.

Products covered by this SSA.

The SSA covers all Programs, which are supplied by CSoft or the CSoft Partner When the SSA covers several products, CSoft or the CSoft Partner cannot guarantee the simultaneous issue of new versions. Updates of integrated products such as economy systems, databases and operating systems can change the functionality of the CSoft product is not responsible for this.

In order for this SSA to be valid, the information below must be filled in and returned to CSoft or the CSoft Partner

For Customer:

Customer/Company:.....

Licenses No.....

Contact person:.....

E-mail:.....

Address:.....

Postcode/Town:.....

Telephone/Fax:.....

Place/Date:.....

Signature:.....

For CSoft Partner.....

Date: