

Addendum Exhibit A

EQUIPMENT COVERED BY THIS AGREEMENT

Sales Contract No.	Site	Equipment Description	QTY

Addendum Exhibit B

CONTRACTED SERVICES

GENERAL

Please refer to the following section "Maintenance Details" for description of services and Licensee responsibilities.

From the table below, please select the service or combination of services you wish to receive.

For items 1-3, please indicate your preference clearly by circling "Yes" or "No" in the "covered" column.

In items 2 and 3, if you selected "Yes", please select the type of support you require by circling "Yes" or "No" for sub options a or b.

The "Contracted Services" for the purpose of this Maintenance Services Agreement shall mean those services, specifically indicated below.

Item	Description	Covered
1	Software Support and Updates (Option 1)	YES / NO
2	Action Line Support (Option 2)	YES / NO
	a. Basic: response within two business days up to 10 hours of support quarterly	YES / NO
	b. Silver: response within 4 business hours up to 25 hours of support quarterly	YES / NO
3	Onsite Technical Assistance (Option 3)	YES / NO
	a. Gold: response within 4 business hours up to 60 hours of support quarterly next business day departure	YES / NO
	b. Dedicated response within 4 business hours up to 250 hours of support quarterly next available departure	YES / NO

Total Charge: \$ _____ (due annually) plus any additional Charges (due monthly)

LICENSEE: _____

EXMERITUS SOFTWARE FEDERAL SYSTEMS, INC.:

By (Signature): _____

By (Signature): _____

Name (Printed): _____

Name (Printed): _____

Title: _____

Title: _____

Date: _____

Date: _____

MAINTENANCE DETAILS

1. EXMERITUS MAINTENANCE SERVICES

The maintenance charges are based on your choice of offerings as components of an overall set of offerings. The Maintenance Services Fees are detailed on Addendum Exhibit C.

1.1 Software Support and Updates - Option 1

eXMeritus will send Licensee two master sets of each new licensed software update. The licensed software is licensed to Licensee pursuant to a non-exclusive and non-transferable license. eXMeritus will not send upgrades or special software packages which were designed for special applications and are sold separately upon request.

1.2 Action-Line Support - Option 2

For any technical question and escalation of problems, as set forth by the Addendum, the Eligible Licensee Personnel may directly contact eXMeritus using the designated contact information.

This option is available as follows:

- a. Basic
 - \$10,000 annually
 - Response in two business days
 - Up to 10 hours of technical support included quarterly (additional charges thereafter)
 - E-mail and telephone response
 - Can be unclassified if required

- b. Silver
 - \$50,000 annually
 - Response in four business hours
 - Next business day telephone support
 - Up to 25 hours of technical support quarterly (additional charges thereafter)
 - DD Form 254 required
 - Minimum of five persons and one manager briefed

1.3 On-site Technical Assistance (on site dispatch) - Option 3

For any technical question and escalation of problems, as set forth by the Addendum, the Eligible Licensee Personnel may directly contact eXMeritus using the designated contact information. In cases which are not capable of resolution by use of the designated contact information and remote support, upon qualified Licensee request, eXMeritus will provide on site technical assistance.

This option is available as follows:

- a. Gold:
 - \$100,000 annually plus travel expenses
 - Response in four hours
 - 24 – 7 telephone technical support
 - Next business day departure
 - Up to 60 hours of technical support quarterly
(additional charges thereafter)
 - DD Form 254 required
 - Minimum of five persons and one manager briefed

- b. Dedicated:
 - \$250,000 annually
 - Response in one hour
 - Next available flight departure
 - Up to 250 hours of technical support quarterly
(additional charges thereafter)
 - DD Form 254 required
 - Minimum of five persons and one manager briefed

2. **CORRECTIVE MAINTENANCE**

Corrective maintenance is defined as support activities which are undertaken as a consequence of faults or problems until these are rectified.

Corrective maintenance will be performed in the following strict sequence:

First level: Licensee Technical Staff.
 Second level: Licensee Technical Experts.
 Third level: eXMeritus

2.1 **Availability of Technical Support**

Licensee will escalate problems by way of telephone or fax during the normal hours under the respective service level.

2.2 **Fault Prioritization**

Two levels of criticality of problems will be defined by Licensee.
 Code 1: Disruption of output functionality
 Code 2: No disruption of output functionality

2.3 **Remote Diagnosis**

Remote diagnosis by eXMeritus may be available, providing that Licensee has prepared its network for such service.

2.4 **On-Site Service**

2.4.1 **Pre-requisites**

This option will be used only in emergency cases, meaning a Software Error that has an immediate disruption of output functionality and the Licensee could not repair it with his technical staff and technical experts and after an attempt to remedy by use of the designated contact information.

2.4.2 Personnel Site Arrival Deadlines

Maximum On-Site servicing deadline
in the case that the equipment is in the United States

eXMeritus on-site corrective technical support will be provided according to the following maximum arrival times:

Gold service level:

Next business day departure – arrival based on schedules

Dedicated service level:

Next available flight departure – arrival based on schedules
expected within 6 hours from most departures

These deadlines are calculated from the time at which the Licensee provides the request for on-site assistance.

Addendum Exhibit C

MAINTENANCE SERVICE AGREEMENT FEES

Item	Description	Price	Note
1	Software Support and Updates (Option 1)	Per published price list	
2	Action-Line Support (Option 2)		
a.	HWW_001_Basic	\$10,000 annually	
b.	HWW_002_Silver	\$50,000 annually	
2	On-site Technical Assistance (Option 3)		
a.	HWW_003_Gold	\$100,000 annually + travel expenses	
b.	HWW_004_Dedicated	\$250,000 annually + travel expenses	

The Service Fees are based on the information given on Addendum A - "Equipment covered by this agreement",
Addendum B - "Contracted Services" and this Addendum.

Addendum D

ADDITIONAL CHARGES

OUT OF CONTRACT SERVICE RATES

eXMeritus shall invoice Licensee after the provision of services not covered by this agreement on a per event basis. Invoices for such services shall include supporting documentation detailing expenses and work performed.

A. The rates for such services are as follows:

Level 1 Telephone Technical Support

\$175. per hour telephone technical support*

\$260. per hour telephone technical support**

Level 2 Telephone Technical Support

\$245. per hour telephone technical support*

\$300. per hour telephone technical support**

On-site Support

USD 2080. per day on-site support*

USD 2500. per day on-site support*

* During the term of this maintenance agreement.

** Beyond the term of this maintenance agreement, and excluding public holidays.

In addition, Licensee will also be invoiced for all expenses related to this out of contract service including but not limited to: traveling expenses, accommodation, material, etc.

B. In every case of services that are not covered by this agreement Licensee shall furnish eXMeritus with a relevant purchase-order, based on a quotation that will be submitted by the authorized eXMeritus contact person, upon request.