Annual Software Maintenance Agreement (SMA)

This Software Maintenance Agreement (hereinafter called "SMA") is being made by and between AEROsoft Systems, Inc. (hereinafter called "AEROsoft"), and the end user receiving software products or services (hereinafter called "CUSTOMER").

By acceptance hereof, AEROsoft agrees to provide, for the term of this service agreement, software licensing and maintenance services described herein for the AEROsoft software product(s) and services as licensed by CUSTOMER from AEROsoft under the terms of the End User License Agreement (hereinafter called "EULA") that is included with the software and accepted prior to installation. The EULA is incorporated into and made part of this SMA and remains in full force during the term of this SMA. The EULA must be accepted by the CUSTOMER prior to installing and using the AEROsoft software. The EULA is presented during installation and a copy of the EULA is provided with the AEROsoft software, in the distribution files and in the folder that the software product is installed into.

1) Purpose: The purpose of this agreement is for AEROsoft to provide, for the specified term of this SMA, software licensing, maintenance and support services for the AEROsoft software, services and related software modules. The terms and conditions contained herein constitute a service agreement and not a product warranty. Warranty terms and conditions are contained in the EULA. Without a valid and current SMA, the CUSTOMER will not be able to receive software updates or support for AEROsoft software and may have to purchase support for AEROsoft software on a pre-issue basis at a cost as published on the AEROsoft web site at that time, if available.

2) Maintenance: AEROsoft will provide technical support and will correct and repair any failure, malfunction, defect or nonconformity in any licensed standard version of the AEROsoft software product provided to the CUSTOMER, following notification of any failure, malfunction, defect or nonconformity, which prevents the licensed software from performing in accordance with printed warranties, documentation, specifications and other materials. Bug fixes, minor releases and major releases will be made available as updates on a secure section of the AEROsoft web site at no additional charge to the CUSTOMER.

Services under this agreement do not include support for design enhancements, custom programming, customization, data conversions or any special configuration of the AEROsoft software or its related modules. Once the defect has been fixed in accordance with AEROsoft' software design process, the software update will be included in the next scheduled release of the software product.

3) Updates: During the terms of this agreement, the CUSTOMER is entitled to receive any and all updates or upgrades to the AEROsoft product or its related modules that the CUSTOMER has purchased at no additional cost. The CUSTOMER may be given access to a secure area of the AEROsoft web site from which the CUSTOMER may manually download and install any update or upgrade at their discretion. From time to time, AEROsoft may digitally notify the CUSTOMER and offer to remotely install updates or upgrades as part of this SMA.

4) Support: This agreement includes support by telephone, email and the internet remote support between the hours of 9am to 5pm, Eastern Standard Time, Monday thru Friday excluding holidays. Self help support and access to files and documents via the AEROsoft web site is available at any time. AEROsoft will attempt to resolve the questions or problem immediately. If a question or problem can not be resolved immediately, AEROsoft will provide a resolution or a follow-up plan within 2 business days.

5) Point of Contact: The CUSTOMER will designate a single technical point of contact at the customer's location. The point of contact should have a sound understanding of the Windows operating system and of network technologies. All technical issues will be channeled through this single contact person.

6) Remote Software: AEROsoft will provide, and CUSTOMER agrees to accept, install and configure the remote access software and services that will utilize the internet to assist AEROsoft in authenticating, maintaining, updating or troubleshooting the AEROsoft software product on each licensed computer running the software. The CUSTOMER may be required to, at their own expense, configure their own local router, modem, firewall, software or network equipment to allow the remote access software to access the internet and communicate with the AEROsoft remote support server(s). CUSTOMER agrees to maintain this internet access in the event of a hardware or configuration change at the CUSTOMERS location. There will be no additional cost to the CUSTOMER for any remote software provided by AEROsoft.

7) Additional Services: While AEROsoft does offer training, on-site support and customization for the AEROsoft software, these services are not included as part of this SMA. The terms for all such services and customization will be subject to a separate agreement between the parties.

8) Cloud Services: Cloud computing is the use of computing resources (hardware and software) that are delivered over a network (typically the Internet). The CUSTOMER will access cloud-based applications through a web browser while the software product and the user's data are stored on a third party server(s) at a remote location. CUSTOMER acknowledges that any AEROsoft software product provided by Cloud Services carries with it a potential risk of intrusion, loss or damage to the CUSTOMER'S data and the CUSTOMER assumes all risk.

9) Term: The term for this Agreement shall be for a period of twelve (12) months beginning on the effective date as shown below and will automatically renew for the same term unless terminated in writing by the CUSTOMER at least 30 days prior to the end of the current term. If the CUSTOMER elects not to renew or have continuous SMA coverage, but rather allows this SMA to expire or to be terminated, then the CUSTOMER shall not be entitled to any support, upgrades or updates released during the lapsed or terminated period. Should the CUSTOMER wish to reinstate the lapsed or terminated SMA, a fee of at least one (1) years SMA will be imposed on the CUSTOMER in addition to the SMA costs for the current year.

10) Notices: Any notice required by this Agreement shall be in writing and shall be deemed to be duly given only if delivered by a commercial delivery service which provides a receipt showing the Sender name and address, Receiver name and address and the date sent. Notices shall be addressed to the parties at their addresses set forth herein or such other address as may be, from time to time, given by either party by notice in accordance herewith. Unless applicable law provides otherwise, notice shall be considered given and delivered on the date that it was sent.

11) Payment: The CUSTOMER will pay for this SMA and any renewals within 15 days of the invoice date for the SMA. Past due invoices are subject to an interest rate of one and one-half percent (1.5%) per month until paid in full. AEROsoft reserves the right to suspend or terminate this SMA if the CUSTOMERS' account is past due or becomes delinquent for any outstanding debt. If AEROsoft incurs any expense in the collection of any money due herein, including reasonable attorney fees, it is understood that the same shall be paid by the CUSTOMER.

12) Notices: Any notice required by this SMA shall be in writing and shall be deemed to be duly given only if delivered personally or sent by a commercial delivery service which provides a receipt showing the Sender and Receiver names and address and the date sent. Notices shall be sent to the parties at their addresses set forth herein.

IN WITNESS WHEREOF, the parties have read and are agreeable to the terms and conditions of this SMA and have caused this SMA to be executed and effective as of the effective date as written below.

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AEROsoft Systems, Inc.
Suite # 353
7027 West Broward Blvd.
Plantation, FL 33317
PH (954) 327-7155
FX (954) 327-7185
Email: tech_support@aerosoft.net

_____

CUSTOMER name printed
[*Signed via web site subscription*]
_____
CUSTOMER signature

_____
Title   Date

_____
Technical Point of Contact