



TIMES SOFTWARE PTE LTD

10 Jalan Besar, #16-03, Sim Lim Tower,
Singapore 208787

Tel: (65) 6295-1998 Fax: (65) 6295-0998

Web-site: <http://www.timesoftsg.com.sg>

Company Registration No.: 199804415D

Software Maintenance Agreement

CUSTOMER: _____

Tel: _____

ADDRESS : _____

Fax: _____

ATTENTION: _____

SYSTEM LOCATION: (If different than Customer's Address)

SOFTWARE SUBJECT TO AGREEMENT

This Agreement is entered into by and between TIMES SOFTWARE PTE LTD, hereinafter referred to as "TIMES SOFTWARE", and the _____, hereinafter referred to as "_____" . Subject to the terms and conditions hereinafter set forth, the parties do hereby agree as follows:

TERM

This Agreement shall become effective on the date shown on the face hereof (hereinafter "Effective Date"), and unless sooner terminated as hereinafter provided, shall remain in full force and effect for an initial term of 12 months from ____/____/____ to ____/____/____ (hereinafter "initial term").

AUTOMATIC RENEWAL

Upon expiration of the initial term, this agreement shall be automatically extended on a year-to-year basis upon giving one month notice before expiry. Any termination of maintenance agreement, either party must give written notice to the other party of its termination of this Agreement as of such expiration date.

MAINTENANCE RATES (Please add GST to the rate)

Maintenance rates shall be valid for the initial term of this agreement but are subject to change by TIMES SOFTWARE at the beginning of each renewal period of this agreement. TIMES SOFTWARE may, without notice to _____, and at any time, change its charges for services and labor which are not covered under this Agreement.

SOFTWARE MAINTENANCE AGREEMENT SERVICES CONSIST OF:

Product updates:

TIMES SOFTWARE shall provide to _____, on a timely basis and without additional charge or fee with all minor releases or updates and enhancements of the Software covered by this agreement which are released by the manufacturer during the term of this Agreement. Any changes related to current version of database will be provided free of charge.

Telephone support:

TIMES SOFTWARE will provide technical and software operations assistance via the telephone Monday-Friday, 9am-6pm, excluding TIMES SOFTWARE holidays.

Examples:

1. If user might not sure some of the features such as Global Change, they can call us for assistance,
2. If user not sure how to design a new report using report writer, he/she can call us for telephone support, etc.

Primary Support:

TIMES SOFTWARE will assist in diagnosing malfunctions occurring within the System and formulating solutions to those malfunctions which may cause by the hardware issues or any incorrect configurations set up by the Ms Window operating systems.

On-site technical support:

If TIMES SOFTWARE and _____ agree that telephone and remote diagnosis do not yield a solution that maintains availability and reliability, TIMES SOFTWARE will provide on-site support at an agreed upon time between TIMES SOFTWARE and _____ at S\$100.00 for the first hour and S\$50 per subsequent hour (minimum one hour service charge).

NO charges will be imposed if proven that the fault is from software or otherwise as per on-site technical support.

TIMES SOFTWARE will provide other on-site support not covered under this agreement at an agreed upon time between TIMES SOFTWARE and _____. This support will be billed at the rates listed below.

"Dongle" device (hardware security device):

All software license comes with a hardware "dongle" device to attach to the PC for user to run the software. It is to protect the employee's confidential database will not be access by unauthorized user. The device is provided by our overseas vendor comes with FREE 6 months warranty of manufacturing defect. We will transfer the 6 months warranty to our client based on installation date. The replacement cost after 6 months is S\$150 (S\$150 exclusive of 7% GST).

FUTURE UPGRADE TO ANOTHER PLATFORM:

The existing user under annual maintenance will entitle **50% discount** for the software price if we upgrade our current software to a new platform release.

Pursuant to the terms of this Agreement, any service and labor charges not covered under the terms of this Agreement shall be charged by TIMES SOFTWARE at the following rates:

FOR OVERSEA ON-SITE SUPPORT

S\$1,250.00 per day, Monday through Friday, S\$2,500.00 per day, Saturday and Sunday. Travel and living expenses are additional or payable by client.

FOR SINGAPORE ON-SITE SUPPORT

Monday through Friday during office hours: S\$150.00 for the first hour and S\$75.00 for the each subsequent hour (Minimum Charge: One Hour)

Saturday & Sunday or OFF office hours: S\$300.00 for the first hour and S\$150.00 for the each subsequent hour (Minimum Charge: One Hour)

All on-site support is subject to availability of manpower and subject to 7% GST.

Notes: The rate for Systems Analyst/Technical Director is double of the above rates.

Termination of contract:

If user choose to terminate the contract service, the maintenance fee will not be refundable.

If contract was terminate by Times Software, the pro-rated maintenance fee will be refund to user.

Per call and on-site charge rate for user without annual maintenance:

Per call charge is S\$200 (please add GST %) for user not under maintenance unless otherwise special arrangement with client. On-site charge rates will be **double** for our standard on-site rates.

Renewal rates for client not under annual maintenance:

For client that have been terminated maintenance with us, they could choose to renew the maintenance but require to pay back previous outstanding maintenance based on the date of termination of maintenance.

Example: Client cancelled in 31/12/2003 and maintenance fee is S\$400 per year. 01/01/2006 wish to renew and the new first time renew maintenance fee will be S\$400 (for 1/1/2004-31/12/2004) and S\$400 (for 1/1/2005 to 31/12/2005). This implied that first time renewal rate is S\$800 + GST and subsequent year is S\$400 + GST.