

MAINTENANCE AND SUPPORT CONTRACT

PARTIES:

MICROAREA, INC 410 Park Avenue, 15th Floor Suite #1919, NEW YORK, NY, 10022, hereinafter MICROAREA.

and client,, of
..... registered in

A. GENERAL.

1. MICROAREA, INC in the following contract guarantees the software **POSHABILITY** for maintenance and that it conforms to the specifications described in the manual that accompanies the software.
2. The contract is intended, therefore, for the maintenance and full operational support for the supplied program as well as providing updates or changes to it. Under no circumstances shall MICROAREA be required to provide technical support on hardware or Operating Systems.
3. In addition, the service will cover the HOT-LINE service at 1-347-515-2233 which provides consultation and clarification regarding the management and use of the software mentioned. These issues will be handled either by telephone or on the premises by MICROAREA, by prior arrangement.
4. In the event of physical loss of support programs that make up the package, with the contract in place, MICROAREA will replace with only the cost of postage and magnetic media for new copies.
5. The supplied software can only be handled by a single licensee and has built-in software protection systems and thus any problems arising from manipulation of the software will not be covered.

B. CONDITIONS.

1. **Duration:** The maintenance contract will run for ONE YEAR from the date of signature, which may be extended upon request for additional time periods. If at the end of the contract or at the end of any extensions either party not wish to continue the contract they shall notify the other party providing a fifteen day period of notice.
2. **Price:** The annual price shall be:
FIVE HUNDRED AND THIRTY US DOLLARS (\$530.00)

The corresponding taxes at the time of payment shall be in addition to this cost.

The contract price will be updated annually based on increasing CPI or similar index. Notwithstanding this, at the end of the contract or any of its extensions, MICROAREA reserves the right to impose a new contract price. In this case there will be a notice of 15 days prior to the completion of the current contract. Should a customer have a disagreement they can contact MICROAREA within this period and there will be no annual contract renewal.

3. Exclusions:

Excluded from coverage under this contract:

- Movement of personnel from MICROAREA, INC.
- All shipment costs.
- The support of supplied media (CD ROM, discs, etc..)
- Damage caused by the misuse of the program or inappropriate hardware configuration.

C. RESOLUTION

The contract may be terminated at the will of either party, provided that there is a complaint lodged in a formal way within fifteen days prior to the termination date thereof.

The contract may also be terminated unilaterally by MICROAREA without prior notice for:

- Manipulation of software label or security digit control program.
- Total or partial modification of software or data without written consent of MICROAREA, INC.
- Copy or transfer of the package to others.
- Failure to pay annual bills for maintenance and updating.

D. ACKNOWLEDGEMENT

For this, the licensee acknowledges receipt of the program in perfect condition, having read the contract and accepted the conditions specified herein. This document supersedes all proposals, agreements, oral and written.

E. LEGAL SUBMISSION

The parties agree to waive their own jurisdiction and submit to the court of NEW YORK to resolve any dispute arising from the interpretation or compliance by any party of this contract.

..... 2012

For MICROAREA, INC

For the Client

Signed.:

Signed.: