



Software Services Agreement

This SOFTWARE SERVICES AGREEMENT made this _____ day of _____, by and between Network Management Group, Inc., incorporated under the laws of the state of Kansas, USA ("Consultant") and _____, ("Client" or "Licensee").

GENERAL CONDITIONS

1. The developer ("Licensor") licenses various software systems ("Software") to customers ("Client") for use with various hardware systems ("Hardware").
2. Client requests Consultant to install software licensed by Client.
3. Software and hardware may or may not have been purchased through Consultant.
4. Client acknowledges that Licensor can change licensing policies at any time.
5. Client acknowledges and assumes all responsibility for obtaining and maintaining proper licenses for software and hardware.

SOFTWARE PROBLEMS

Software problems are often not covered by all of the software and/or hardware manufacturer's warranty claims. If a warranty claim is made to Consultant and it is determined that the error lies within the software, Client will be charged Consultant's base rate diagnostic fees. Consultant will run comprehensive tests, pinpoint the problem and provide Client with a firm quote. Consultant will quote time and materials, based upon our standard technician repair rate. Software issues that Client will be charged for include, but are not limited to: operating system errors, software configuration problems, incorrect printer setup, improper installation of previously installed software, virus infections and media problems.

DATA RECOVERY AND BACKUP

Consultant shall not be responsible for any programs or data stored on your computer. Requests for recovery and restore functions will be at Consultant's standard labor rates. Client recognizes that data recovery can be tedious, costly and in some cases, unsuccessful.

SUPPORT AND MAINTENANCE TERMS AND CONDITIONS

Client may elect to purchase support and maintenance for the Software by paying Consultant or Licensor the applicable Maintenance Fees. Licensor agrees to provide Maintenance Services to Licensee pursuant to the terms and conditions set forth provided that Licensee pays the Maintenance Fee for each Software product for which Maintenance is desired. Licensor's obligation to provide Maintenance is contingent upon proper use of the Software. Moreover, Licensor shall be under no obligation to provide Maintenance should such services be required due to (a) damage occurring in transit; (b) improper installation or operation; (c) misuse, abuse or negligent use, repair, alteration or improper storage or any use which does not conform to the specific or general instructions of Licensor or to the provisions of the Documentation; (d) any modification or attempted modification of the Software by Licensee or any third party; (e) causes external to the Software or if the Software has been subjected to an extreme power surge or electromagnetic field, whether or not through the fault of Licensee; or (f) Licensee's failure or refusal to implement software changes recommended by Licensor.

WARRANTY

LICENSOR DOES NOT WARRANT THAT THE SOFTWARE SHALL OPERATE WITH ANY HARDWARE OR SOFTWARE OTHER THAN AS SPECIFIED IN THE DOCUMENTATION.

LIMITATION OF LIABILITY

IN NO EVENT SHALL CONSULTANT BE LIABLE FOR ANY LOSS OF OR DAMAGE TO REVENUES, PROFITS OR GOODWILL OR OTHER SPECIAL, INCIDENTAL, INDIRECT AND CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THE TERMS OF THIS AGREEMENT OR ANY OF THE ATTACHMENTS HERETO, OR RESULTING FROM THE FURNISHING, PERFORMANCE, OR USE OR LOSS OF ANY SOFTWARE OR OTHER MATERIALS DELIVERED TO CONSULTANT HEREUNDER, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, WHETHER RESULTING FROM BREACH OF CONTRACT OR BREACH OF WARRANTY OR OTHERWISE, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Notwithstanding anything herein to the contrary, the maximum aggregate amount of money damages for which Consultant may be liable to Client under this Agreement, resulting from any cause whatsoever, shall be limited to the amounts actually paid by Client to Consultant under this Agreement.

Approved by Client:

Approved by Consultant:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date