

PRINTECH MAINTENANCE POLICY

THIS MAINTENANCE POLICY ("Maintenance Policy") is issued by Printech Global Secure Payment Solutions LLC (Printech), a limited liability company with offices at 3541 N.W. 115 Avenue, Miami, FL 33178 ("Company") to Subscribers of Maintenance Services who have executed Printech Basic Agreement and the Printech Maintenance Service Ordering Document, incorporated herein by reference. Maintenance Services shall commence on Service Commencement Date specified in the Ordering Document. This is Maintenance Policy version 01.01.2008, effective as of January 1, 2008. Printech reserves the right to modify this Maintenance Policy by posting a new version of it at its web site (<http://www.printech.com>).

PART A. DEFINITIONS.

'**Annual Maintenance Fee**' means the annual fee referenced in Section 2(a) ("Annual Maintenance Fee") payable by the Subscriber to the Company for the Software Maintenance Services for the Covered Components during the Term.

'**Call-In Maintenance Service**' means diagnosis and correction of errors in the Covered Components, including: receiving Subscriber service requests, clarifying functions, features and operation of the Covered Components, documenting the error, providing any available patch or solution, replicating and analyzing the issue on a test system, devising a case resolution path, resolving the reported error through a workaround or product engineering, or a determination that no solution is technically or economically feasible within reason period. Reasonable maintenance could not exceed 35 hours annually under normal circumstances. For printer and other hardware components (if any), Printech shall be the first point of contact in arranging maintenance service by the third party manufacturer.

'**Consulting Maintenance Service**' means billable technical services to assist with installation, testing, data conversion, on-site support, multi-vendor coordination or other technical services for the Covered Components not otherwise included in Maintenance Services, at rates referenced in your Ordering Document.

'**Covered Components**' means the computer software and hardware devices identified on the Ordering Document eligible to receive Maintenance Services at prices set forth therein during the Annual Maintenance Period. The Covered Components are off-the-shelf products used in substantially the condition provided. Any third party software, including operating systems, network software, routers and related communications devices, and software applications, are not Covered Components or eligible for Maintenance Service.

'**Electronic Fulfillment**' means downloading or transmitting of Software over a secure link from a secure web site or network to Subscriber according to security measures specified by the Company.

'**Maintenance Service**' means Instructional Maintenance Service, Software Fixes, Updates, and Call-In Maintenance Service, together with any Consulting Maintenance Service that may be commissioned for the Covered Components.

PART B. SERVICE DESCRIPTION

1. Software Maintenance Services. Subject to Company's receipt of the Annual Maintenance Fee and other amounts due hereunder, Company will provide the following Maintenance Services to Subscriber during the Term. Except as specifically noted, Maintenance Services will be provided remotely from Company's locations to the Subscriber, in the English language.

(a) Instructional Maintenance Services.

(i) Account Training. Subscriber Representatives will review documentation to familiarize themselves with features of the Covered Components. Any training services in the Covered Components will be performed as separately billable Training Services at rates specified in your Ordering Document or at Printech's standard rates.

(ii) Web Site Service. During the Term, Subscriber's Account Representative may access the Company's web site. The Web Site may contain reference materials and provide Electronic Fulfillment of Software Fixes and Updates. Subscriber shall observe all security requirements and shall not allow others to share its account.

(b) **Call-In Maintenance Service.** Call-In Maintenance Service is available during Normal Hours of Operation (currently 8:30 a.m. to 5:30 p.m., EST, Monday-Friday, except: New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day Before Christmas, Christmas Day). The Company may provide extended hours to respond to Code Red service requests.

(i) **Submitting Service Requests.** Subscriber's designated contact person will submit service requests according to Company instructions (currently, email, fax or telephone call). **The service request should assign a Severity Level and adequately describe and document the reported error so it can be verified and reproduced.** Company may re-characterize the Severity Level and charge for Consulting Maintenance Service if the Severity Level appears materially inaccurate.

(ii) **Severity Level.** The Severity Level means a perceived error in the Covered Components is reportedly having the following impact on Subscriber's business:

'Code Red' means the reported error is having a material impact on critical business operations at the enterprise level that cannot be worked around and which needs to be corrected as soon as reasonably possible (e.g., transaction processing application for e-commerce system has crashed and cannot be rebooted).

'Code Orange' means the reported error is having a material impact on important business operations that can be worked around or deferred for only a limited period of time (e.g., delay in daily reports is causing work stoppages).

'Code Yellow' means the reported error is degrading business operations in a way that delays or interferes with some non-critical business operations and can be worked around for a reasonable time (e.g., slow down in generation of reports that need to be produced in the next few days).

'Code Green' means the reported error is having a minor impact on business operations that can be worked around and a fix should be included in the next Software Update (e.g., cosmetic changes to screen layouts, requests for feature enhancements or updates to Documentation).

(iii) **Response to Service Request.** Response time begins when Company logs-in a service request in proper form from the Subscriber's authorized contact. Service requests received after Normal Hours are logged at the beginning of the next business day (except Code Red cases may be logged sooner if Company personnel are available). Response time ends with Company's notice that it has commenced diagnosis and error correction efforts. Issue Resolution Objectives are good faith estimates, not warranties or deadlines of performance. Some errors may never be resolved.

<u>Severity Level</u>	<u>Estimated Response Time</u>	<u>Issue Resolution Objective</u>
1. Code Red:	Within one (1) hour	< 8 hours to resolve or workaround
2. Code Orange	Within two (2) hours	< 2 business days to resolve or workaround
3. Code Yellow	Within eight (8) work hours	< 2 weeks to resolve or workaround
4. Code Green	Reasonable Time	Reasonable Time

(iv) **Subscriber Responsibilities.** Subscriber shall ensure that: (i) the Covered Components, Software Upgrades and any associated components are installed and operated properly; (ii) no other components having an adverse impact on the Covered Components has been introduced; (iii) any specifications supplied to Company are accurate and complete and (iv) no changes to Covered Components were made other than by the Company or with its approval. Subscriber will also need to ensure that all third party software, networks, equipment and technologies (including data commands from your other software systems, printer drivers, parameter settings and network configurations) are properly installed and configured to interoperate with the Covered Components. The Subscriber will cooperate with requests to document errors and configuration data, allow remote dial-in access on a secure basis, reconfigure its systems, install new versions of software or components (including print drivers) or adjust its business processes.

(v) **Hardware Components.** Printech will act as the first point of contact in arranging Maintenance Service on third party Hardware Components to the extent they are Covered Components. Printech's ability to respond to Service Requests on Hardware depends on the availability of replacement or upgrade components and corresponding technical support services from the manufacturer or distributor. Subscriber is responsible for all shipping charges on Hardware components. Any requested Maintenance Service on Hardware not listed on the Ordering Document shall be separately billable as Consulting Maintenance Service and Subscriber shall pay for Hardware replacements and upgrades.

2. **Prices & Payment.**

(a) **Annual Maintenance Fee.** Subscriber will pay the Annual Maintenance Fee each year during the Term, starting with the Service Commencement Date. This Annual Fee is generally fifteen (15) percent of the License Fee paid for the Covered Components and the price specified for any Hardware Components. The first year Fee is stated in your Ordering Document. Company may adjust Fees annually by not more than a reasonable amount (except this limitation shall not apply to third-party pass-through costs, if any). This Fee includes all Call-In Maintenance Services and Support. Services are offered on a continuous subscription basis. Subscriber may issue purchase orders for administrative convenience, but they shall not be a precondition to renewal of service. If service lapses and is later reinstated, Subscriber will pay Fees otherwise due for the period of lapse, plus 25 percent administrative fee. Company may pro-rate Fees to coordinate with a fiscal or calendar year. Fees are non-refundable and non-cancelable.

(b) **Extra Surcharges.** Company may impose Extra Surcharges for services and deliverables not covered by the Annual Maintenance Fee. Unless agreed in writing, the pre-authorized, actual, reasonable, documented cost of long distance travel by Company in performing services under this Policy shall be reimbursed as an Extra Surcharge.

(c) **Consulting Maintenance Fees.** Company's fees for occasional Consulting Maintenance Services are specified on your Ordering Document. Any total dollar amount specified for such work will be considered a reasonably accurate estimate only, unless clearly identified as a fixed price or not-to-exceed limit and associated with a clear written scope of work. For more extensive consulting projects, the parties will execute a Consulting Services Work Order.

(d) **Invoicing & Payment.** The Annual Maintenance Fee and any Tax Obligations will be invoiced upon execution of your Ordering Document and on or about each anniversary of the Service Commencement Date during the Term. Extra Surcharges and Consulting Maintenance Service fees shall be invoiced monthly or as otherwise agreed in writing. Invoices shall be paid within thirty (30) days from date of receipt, without setoff or deduction. On unexcused late payments, interest will accrue at one (1) percent per month and Company may recover costs of collection, including reasonable legal fees and expenses as specified in the Basic Agreement. Company may suspend services if amounts are not paid when due.

3. **Term & Termination.** This Policy shall be effective on the Service Commencement Date specified in your Ordering Document and shall continue in full force and effect for a period of one (1) year, unless terminated earlier as provided herein ("Term"). The Term shall be automatically renewed for successive one (1) year periods unless either party gives written notice of non-renewal at least sixty (60) days prior to the expiration of the then current Term. This Policy may be terminated earlier for either party's default as provided in the Basic Agreement.

4. **Proprietary Rights.** The Covered Components, Software Upgrades and work product resulting from Call-In or Consulting Maintenance Service shall remain the property of the Company or its designee. Usage rights for such deliverables shall be the same as for the Covered Components, or as otherwise specified in a license agreement governing that subject matter. The Company reserves all rights not expressly granted.

5. **Other Provisions.** Additional contract provisions applying to the Maintenance Services are as stated in the Maintenance Services Ordering Document and the Basic Agreement, both of which are incorporated herein by reference.

(End of Policy)