

GIGAmacro Maintenance and Support Agreement

This Maintenance and Support Agreement (Agreement), effective on the date of the last signature below (Effective Date), between Four Chambers Studio, DBA GIGAmacro (GIGAmacro) and the Licensee named in the signature block below (Licensee) sets forth the terms and conditions under which GIGAmacro agrees to provide Maintenance and Support to Licensee as more fully described herein (Attachment B), for the GIGAmacro system and proprietary software licensed to Licensee under a separate license agreement (Software License Agreement) and accepted by Licensee. Such hardware, software and related documentation and materials are referred to in this Agreement as the System.

Entire Agreement

The provisions contained in the Agreement constitute the whole maintenance and support agreement between the parties and supersede all prior agreements and/or communications, whether oral or written, between the parties relating to the subject matter hereof. No modification to the Agreement shall be valid, unless any such document expressly refers to the present agreement and is signed by both parties.

Term

This Agreement shall become effective on the Effective Date as specified in the Agreement and shall remain in effect for one (1) year.

This Agreement shall automatically renew after the Initial Term for successive annual terms. Such renewal shall be at the same level unless otherwise notified by Licensee at least 30 (thirty) days prior to renewal. The renewal fees for such Maintenance and Support shall be based on GIGAmacro's then current price list, published from time to time on the web at <http://www.gigamacro.com/support>.

Payments

Licensee will pay to GIGAmacro, the applicable Maintenance and Support fees and renewal fees as specified in this Agreement. Payments shall be made in full without deduction for any import duties, value added, sales, use or other taxes or similar charges, which shall be borne and paid by Licensee.

Charges, Fees, Taxes

The Maintenance and Support fees are set forth in Attachment A hereto. All Maintenance and Support fees are non-refundable.

All reasonable out-of-pocket expenses, including, but not limited to, transportation, lodging, meals and other expenditures related to specified Maintenance and Support or other work GIGAmacro has agreed to perform, including providing the on-site services of a GIGAmacro Support Engineer, shall be in addition to the stated fees and charges.

The fees and other amounts required to be paid to GIGAmacro are exclusive of taxes. Licensee shall remit to GIGAmacro all sales, use, VAT, excise, and foreign withholding taxes, and all

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other taxes which GIGAmacro is required to collect or remit to applicable tax authorities.

All amounts required to be paid hereunder are due upon execution of this Agreement, or upon receipt of GIGAmacro's invoice, as applicable. Charges and fees under this Agreement are not subject to discount.

Software Improvements

Each update, upgrade, error correction or other item (Software Improvement) related to any specific Software provided to the Licensee by GIGAmacro shall be deemed to become and constitute a part of that same System along with any related material licensed under this and any prior Agreement. Upgrades, enhancements or new releases to the Software, which are separately priced by GIGAmacro, will be made available to Licensee under GIGAmacro's then-current licensing terms and applicable fees (if any) in accordance with GIGAmacro's upgrade policies then in effect.

Use of all Software Improvements is strictly limited to the rights granted to Licensee pursuant to the original License Agreement for the applicable System. In addition, all Software Improvements and other information, including oral or written identification of, or information regarding, any problems or defects in the System, are confidential and proprietary to GIGAmacro. Licensee acknowledges and agrees that the Software Improvements and such other information are to be held in confidence and are subject to the confidentiality and nondisclosure and other provisions of the Agreement that pertain to the protection of GIGAmacro's proprietary information and intellectual property rights.

Versions

GIGAmacro will support older versions the System during 2 years after the official release date or 6 months after termination notification.

Licensee's Obligations

Licensee accepts all of the following obligations as a condition to receiving the Software Maintenance and Support provided by GIGAmacro:

Licensee will have a named point of contact (Technical Contact), identified in Attachment B who shall be the single conduit for managing the day to day operation of this Agreement.

Licensee will have all information and materials relating to the System available when contacting GIGAmacro regarding System problems.

Licensee will also provide GIGAmacro with supporting documentation and written descriptions of a given problem when requested by GIGAmacro and furthermore provide GIGAmacro with a Test case of the System problem.

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Technical contact must have English language communication skills and the relevant technical knowledge necessary to assist GIGAmacro in performing the services contemplated under this Agreement.

Confidentiality

Licensee acknowledges that the System incorporates confidential and proprietary information developed or acquired by or licensed to GIGAmacro. Licensee will take all reasonable precautions necessary to safeguard the confidentiality of the Licensed Software, at least as stringent as those taken by Licensee to protect Licensee's own confidential and proprietary information and in addition those precautions which GIGAmacro or its authorized representative may reasonably request from time to time.

Termination

Licensee may terminate this Agreement, without any right to refund, by registered letter to GIGAmacro of such termination at least 60 days prior to the expiration date of the annual Maintenance and Support term. Unless otherwise specified, GIGAmacro may terminate this Agreement immediately and without judicial or administrative resolution, if Licensee or any of Licensee's employees, consultants or agents breach any term or condition hereof.

If the yearly subscription is interrupted by the Licensee due to a termination-request or unpaid fees, recent releases can be delivered again after the payment of a catch-up fee. This catch-up fee covers the period starting from the termination date of the last paid maintenance period up to and including the current year's annual maintenance.

Disclaimer of Warranties

EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, GIGAmacro MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability

GIGAMACRO'S LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THE ANNUAL MAINTENANCE AND SUPPORT FEES PAID DURING THE APPLICABLE SUPPORT PERIOD IN WHICH SUCH DAMAGES AROSE.

GIGAMACRO SHALL NOT BE LIABLE FOR LOST PROFITS OR GOODWILL OR LOSS OF DATA, OR FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, UNDER ANY THEORY OF LIABILITY, EVEN IF GIGAMACRO IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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General Provisions

Force Majeure

Neither party shall be held liable for failure to perform its obligations hereunder, if such failure is due to flood, exceptional weather conditions, fire or any similar natural disasters, legal orders or similar causes, which occur beyond the control of the party invoking force majeure. Such causes can never constitute a ground for termination of the Agreement.

Law and Jurisdiction

The Agreement shall be governed by the laws of the State of California.

Compliance with Laws and Regulations: Both parties shall, for their own accounts, comply with the laws and regulations in respect of the public authorities relating to the agreement and pay all license charges, fees or other expenses.

Severability

Should one of the provisions contained in the present agreement be in contravention of law, the remaining provisions shall remain in full force and effect.

Notices

Any notice required under this Agreement shall be given in writing and shall be deemed effective upon delivery to the party to whom addressed. All notices shall be sent to the applicable address specified in the signature block or to such other address as the parties may designate in writing. All notices sent pursuant to this section shall be sent in writing via certified mail return receipt requested, or in such a way that sender obtains a written receipt.

Transferring and Assigning Agreement

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of GIGAmacro. Licensee may not transfer or assign this Agreement by merger, sale of assets, operation of law, change of control, or otherwise without the prior written consent of GIGAmacro.

Miscellaneous

No waiver by any party of any breach of any provision of this Agreement shall constitute a waiver of any other breach of the same or any other provision of this Agreement.

In the event an action including arbitration, is brought to enforce any provision or declare a breach of this Agreement, the prevailing party shall be entitled to recover in addition to any other amounts awarded, reasonable attorneys fees and other related costs and expenses.

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Software Maintenance and Support Definition

GIGAmacro offers Maintenance and Support options as more fully described in Attachment A. GIGAmacro may also offer additional support services at additional charges. GIGAmacro will provide services in accordance with the Maintenance and Support tier selected, provided that Licensee remains current on all applicable Maintenance and Support fees.

Support Services

Licensee can raise a support request by phone during business hours Pacific Time, or by email.

Support Request Reporting

A Support Request is defined as a single discrete question, problem or bug (that cannot be divided into subordinate problems) recorded by GIGAmacro's personnel. If a problem includes subordinate problems, then the ticket may be split into separate Support Requests.

Problem resolution procedures

Once Licensee has submitted a Support Request, Licensee will receive a confirmation that the Support Ticket has been actioned by GIGAmacro. GIGAmacro will use commercially reasonable efforts to provide answers and resolve Licensee's Support Request within the response times associated with the Support tier selected by Licensee.

On-line Training

On-line training may be scheduled as required up to the amount specified in the chosen Support Tier. On-line training requires that the machine be connected to the internet and that Licensee has the appropriate remote control software installed and operating. On-line training must be scheduled at least two (2) working days in advance of the desired time. On-line training is available during business hours Pacific Time, unless other arrangements are made.

Exceptions

GIGAmacro is not responsible for correcting any Errors not reproducible by GIGAmacro on unmodified Software, or due to:

- (a) Licensee's failure to implement all updates issued under this Agreement;
- (b) changes to the hardware and platform on which the Software is intended to run;
- (c) any alterations or additions to the Software made by parties other than GIGAmacro;
- (d) use of the Software in a manner for which it was not designed;
- (e) interconnection of the Software with other software products not designated by GIGAmacro;
- (f) use of the Software on an unsupported platform or unauthorized hardware;
- (g) errors caused by non-GIGAmacro software or hardware products ; or
- (h) Licensee's failure to properly maintain the GIGAmacro System.

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If GIGAmacro is unable to reproduce any Errors on unmodified Software installed at GIGAmacro or at Licensee's site via remote connectivity (e.g. VPN access), then GIGAmacro will use reasonable efforts to diagnose Errors at Licensee's site, provided Licensee pays GIGAmacro's then-current professional services fees and reasonable travel-related expenses appropriate to the elected tier.

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be signed in its name and on its behalf by its duly authorized representative.

GIGAmacro

Licensee

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

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Attachment A

Technical Contact Details:

Name: _____

Email: _____

Phone: _____

Maintenance & Support Tier:

Tier 1

Tier 2

Tier 3

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Attachment B Support & Maintenance Levels

	Tier 1	Tier 2	Tier 3	Ad Hoc
Cost Per Year	\$1,500	\$2,500	\$3,600	
Phone Support ¹	10 hours	40 hours	Unlimited	\$100 ph
Email Support	3 day response	2 day response	Same day response	5 day
Bug reporting	√	√	√	-
On-line Training ²	2 hours	5 hours	12 hours	\$125 ph
Control Box Firmware Update ³	1	1	1	\$500 release
Viewer Client Use & Update ^{3 4}	1 System	5 Systems	Unlimited	List Price
Capture Software Update ³	1	1	1	\$500 release
Database / Backend Update ³	-	-	1	\$750 release
GIGAmacro Workflow Update ³	-	-	1	\$750 release
GIGAmacro Replacement Parts ⁵	List Price	List Price - 50%	Included	List Price
Parts shipping	Standard S&H	At Cost	Included	List Price
On-site Support ⁶ (per day)	\$1,200	\$750	\$550	\$1,500
Lapsed Support Catchup	-	-	√	-
Development Priority Voting	-	-	√	-

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Notes:

1. Phone support is available business hours Pacific Time, excludes weekends & holidays.
2. Requires internet access and appropriate client software (e.g. TeamViewer) software to be installed.
3. Updates are per system, and include a minimum of 1 update per annum.
4. Viewer use is within the organization and its subsidiary organizations at a single site. Exhibit use is included with Tier 2 & Tier 3 support.
5. Includes replacement due to normal wear and tear. Excludes 3rd party items (including but not limited to computers, cameras and lenses.)
6. Does not include travel and expenses.