



**KEYSTONE SYSTEMS, INC.**  
P.O. Box 1084, Butler, PA 16003-1084  
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**ALLOY BLENDING SYSTEM (ABS)  
SOFTWARE MAINTENANCE AGREEMENT**

**SCOPE OF COVERAGE**

“Software,” as used in this agreement, shall stand for any software product designated in the License Agreement and any error corrections, improvements, or updates thereto provided to CUSTOMER by KEYSTONE.

**SERVICE**

KEYSTONE agrees to provide informational, preventive and remedial service for the software. Informational service will be provided via documentation updates, which will explain in detail the new development(s) and/or enhancement(s). Request for Software Modification (RSM) forms will be provided as a mechanism for reporting problems and desired enhancements. Preventive service will include software improvements and/or updates. The KEYSTONE technical support center will be available on normal business days during normal business hours (*Monday through Friday, 8:00 a.m. - 5:00 p.m. EST*) for remedial assistance. Under this agreement, KEYSTONE is not responsible for maintaining software modified by CUSTOMER or software affected by CUSTOMER modifications to the hardware or operating systems.

**TERM**

This Agreement shall become effective on the date of its execution by KEYSTONE and CUSTOMER and shall continue in full force and effect until the completion of a one (1) year period. This agreement will automatically renew after every completion of a one (1) year period unless otherwise terminated in accordance with the TERMINATION guidelines outlined below.

**FEE**

The annual maintenance fee shall be dependent upon the current rate for each product leased. A current fee schedule will be forwarded prior to the expiration of the current maintenance period. The fee shall be payable annually in advance in U.S. dollars. If KEYSTONE elects to perform services beyond those stated under SERVICE, then charges for those services shall be at either a fixed price or time and materials basis in accordance with this agreement (*refer to TRAVEL EXPENSES below*).

**PROPRIETARY RIGHTS**

Any improvements, enhancements, additions or changes provided under this Agreement are and shall remain the sole and exclusive property of KEYSTONE and subject to the restrictions set forth in the License Agreement.

**TRAVEL EXPENSES**

CUSTOMER shall reimburse KEYSTONE for all reasonable travel and living expenses as may be necessary for KEYSTONE to perform its duties under this Agreement.

**DISCLAIMER**

KEYSTONE disclaims any and all warranties under this Agreement, it being acknowledged and agreed that the services being provided under this Agreement are in lieu of all warranties, expressed or implied. In no event shall KEYSTONE be liable for any incidental, consequential or special damages regarding the maintenance services, and damages for any other liability shall in the aggregate not exceed the total maintenance fee under this Agreement.

**TERMINATION**

In the event that CUSTOMER assigns, sublicenses or transfers this Agreement and such condition(s) is not remedied within ten (10) day after written notice thereof has been given to CUSTOMER, then KEYSTONE may terminate this Agreement by written notice to CUSTOMER.

In the event CUSTOMER fails to pay the Agreement fee for any software maintained hereunder for a period of thirty (30) days beyond the payment date, KEYSTONE may immediately terminate this Agreement without notice to CUSTOMER.

Providing CUSTOMER has paid all fees and charges for maintenance service, CUSTOMER may terminate the Agreement for Software Maintenance at any time by furnishing KEYSTONE with thirty (30) days' prior written notice thereof.

**PAYMENT**

CUSTOMER shall pay in full to KEYSTONE the Maintenance fee within thirty (30) days of receipt of an invoice from KEYSTONE. Maintenance fees are exclusive of all sales, use and like taxes. Any tax (*excluding income tax*) that KEYSTONE may be required to collect or pay on this Agreement or delivery of the software shall be paid by CUSTOMER and such sum shall be due and payable to KEYSTONE with the Maintenance fee as specified above.

**GENERAL**

The terms and conditions stated in this Agreement are the complete and exclusive statement of agreement between the parties, and supersede all proposals, agreements and discussions (*oral and written*) relating to software maintenance.

This Agreement cannot be modified or changed unless by a writing signed by both parties.

The terms of this Agreement shall be governed by and interpreted under the laws of the Commonwealth of Pennsylvania.

KEYSTONE is not responsible for any failure to render service due to causes beyond its control.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

OFFER:

ACCEPTANCE:

\_\_\_\_\_  
"Customer"

Keystone Systems, Inc.  
"Keystone"

By: \_\_\_\_\_

By: \_\_\_\_\_

(printed) \_\_\_\_\_

(printed) \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_