Scientific Data Systems, Inc. (SDS)

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Software Maintenance Agreement

In order to dedicate the resources required to adequately maintain and develop our software products, SDS will be instituting modest annual Maintenance Fees for clients who wish to have continued access to periodic new releases.

The current generation (Warrior 7) will be maintained until further notice with respect to "bug" fixes we deem critical; however, there will be no development of new system capabilities or new downhole tool support. Warrior 8 is the latest version and includes support for 32 and 64 bit version of Windows 7.

The initial purchase of Warrior 8 software includes free Maintenance for at least one full year. If the customer wishes to continue to receive the benefits of relevant upgrades and ongoing system development, Maintenance can be extended annually for a fee (currently 3% of the then current software cost), commencing each January 1.

Installations of Warrior 7 purchased within the last twelve months may be upgraded to Warrior 8, including a free year of Maintenance, without charge. Thereafter, Maintenance can be extended as above.

Installations of Warrior 7 purchased prior to the last twelve months may be upgraded to Warrior 8 for the cost of the current Maintenance Fee prorated for the time remaining in the year. Thereafter, Maintenance can be extended as above.

For customers engaging SDS for custom software development, the cost of relevant Maintenance Fees will be deducted from the costs of such development incurred in any calendar year.

Below are the fees to resume Maintenance if not kept up to date:

Maintenance lapses for one to two years: Fee to upgrade is 9% of current software cost.
Maintenance lapses for two to three years: Fee to upgrade is 21% of current software cost.
Maintenance lapses for three years or more: Software must be repurchased at current software cost.

Company: _____
Name: _____
Signature: _____Date:_____