

ATIDAN SOFTWARE FOR MICROSOFT® SHAREPOINT
SOFTWARE MAINTENANCE AGREEMENT

Please read this Software Maintenance Agreement (“Maintenance Agreement”) carefully before proceeding. Pursuant to the End-User License Agreement (“License Agreement”) between you (“You”, “Your”, or “End User”) and **Atidan IP Holdings, Inc.** (“Atidan”), You have agreed to license Atidan’s proprietary **Atidan Software** for Microsoft® SharePoint (the “Software”) under the terms and conditions of the License Agreement (the “License”). By clicking the “I Agree” button below, You are confirming that You have read and understand this Maintenance Agreement and agree to bound the by terms of this Maintenance Agreement.

1. Term. This Maintenance Agreement shall be effective at such time as You remit the first year’s Annual Maintenance Fees to Atidan and once You click the “I Agree” button below (the “Effective Date”), and shall continue for a term of one (1) year from the Effective Date. Unless terminated by either party as provided herein, or unless the License under the License Agreement terminates, You have the option to extend the term for successive one (1) year terms following the initial one-year term by paying another Annual Maintenance Fee in accordance with this Maintenance Agreement. During the initial term and any successive terms, You will receive the Support Services (defined below). Atidan may suspend or cancel Support Services if End User breaches either the License Agreement or this Maintenance Agreement and such breach is in Atidan’s opinion either non-curable or not remedied within thirty (30) days after End User receives notice of the breach. Sections 4, 6, 7 and 8 shall survive termination of this Maintenance Agreement.

2. Support Services. Support Services consist of: (a) commercially reasonable efforts to correct Errors (“Error Correction”) and Email/Telephone Support provided to End User’s designated technical support contact limited to the installation and use of the then current release of the Software; (b) Software Updates that Atidan, in its sole discretion, makes generally available; and (c) Software Upgrades that Atidan, in its sole discretion, makes generally available. Notwithstanding the foregoing, nothing herein shall be construed as a guarantee that Atidan will release Software Updates or Software Upgrades during the term, or any renewal term, of this Maintenance Agreement. All Software Updates and Software Upgrades provided to You hereunder shall be governed by the terms of the License Agreement. Upon installation of Software Updates or Software Upgrades, all prior versions or releases thereof shall be destroyed by You. A “Software Update” shall mean a version of the Software classified by Atidan as maintenance release that corrects Errors. A “Software Upgrade” means a version of the Software classified by Atidan that has been enhanced, improved and/or modified and replaces the existing version of the Software.

3. Support Services Options. End User shall select a Support Service Option as follows:

3.1 Basic Per Incident Support. (Error Correction on a per incident basis). Includes e-mail support with two (2) business day response for up to three (3) incidents per year. No Software Updates or Software Upgrades are included with Basic Per Incident Support. Annual fee for this service is two hundred forty nine dollars (\$249) per year.

3.2 Premium Per Incident Support. (Error Correction on a per incident basis). Telephone support and consulting is available at the cost of \$75 per hour which will be charged to Your credit card. No Software Updates or Software Upgrades are included with Premium Per Incident Support.

3.3 Advanced Support Services. Consulting and support services are available on a time and material basis at the cost of \$95 per hour, which will also be charged to Your credit card.

4. Fees and Payment. End User shall pay Atidan the Annual Maintenance Fee for the initial term, and each renewal term of this Maintenance Agreement by credit card through Atidan’s secure web-based

payment processing system. Unless You: (i) elect to terminate this Maintenance Agreement, in writing, (e-mail is acceptable) by notifying Atidan in advance of an Annual Maintenance Fee, for a renewal term being charged to your credit card; or (ii) this Maintenance Agreement is otherwise terminated as is set forth herein, the Annual Maintenance Fee will be charged automatically to Your credit card within (5) business days of the expiration of each annual term. If You fail to renew maintenance for the Software, or if such maintenance is terminated pursuant to the terms of this Maintenance Agreement, You may continue to use such Software pursuant to the License Agreement but will not be entitled to receive maintenance services for such Software. Any Premium Per Incident Support Services and Advanced Support Services will be charged immediately to Your credit card at the time the services are used.

5. Error Correction.

5.1 Atidan will exercise commercially reasonable efforts to correct any error (reported by End User) in the then-current, unmodified release of Software which significantly degrades the Software's performance ("Error"). If Atidan believes that a problem reported by End User may not be due to an Error in the Software, Atidan will so notify End User, and You may instruct Atidan to proceed with problem determination at Your sole cost and expense, at Atidan's then current consulting rates plus reasonable related expenses incurred therewith. Atidan may, at its sole discretion, elect not to investigate the problem with no liability therefor.

5.2. Exclusions. Atidan shall have no obligation to support: (a) any hardware, (b) any Software that is altered, damaged or modified, except by Atidan, or any portion of the Software incorporated with or into other software, (c) Software that is not the then-current release, or (d) Software problems caused by End User's use of Software other than as specified in Atidan's standard documentation for the Software, or (e) any Error caused by any combination of the Software with any third party hardware or software.

6. Limitation of Liability. ATIDAN'S LIABILITY FOR DAMAGES FROM ANY CAUSE OF ACTION WHATSOEVER RELATING TO THIS MAINTENANCE AGREEMENT TO PROVIDE SUPPORT SERVICES SHALL BE LIMITED SOLELY TO THE AMOUNT PAID BY END USER FOR THE SUPPORT SERVICES FOR THE APPLICABLE YEAR. ATIDAN'S LIABILITY SHALL BE FURTHER LIMITED AS PROVIDED IN THE LICENSE AGREEMENT.

7. Miscellaneous. THESE TERMS AND CONDITIONS CONSTITUTE A SERVICE AGREEMENT AND NOT A PRODUCT WARRANTY. THE SOFTWARE AND ALL MATERIALS RELATED TO THE SOFTWARE ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE LICENSE AGREEMENT. THIS MAINTENANCE AGREEMENT SHALL NOT CHANGE OR SUPERSEDE ANY TERM OF THE LICENSE AGREEMENT EXCEPT AS EXPRESSLY SET FORTH HEREIN.

8. Governing Law/Jurisdiction. This Agreement shall be governed by the substantive and procedural laws of the Commonwealth of Pennsylvania without regard to its conflict of law provisions. You and Atidan agree to submit to jurisdiction and venue in the state courts located in Bucks County, Pennsylvania and in the U.S. District Court in the Eastern District of Pennsylvania and waive any claim or defense that such forum is not convenient or proper.