

Maintenance Plan Agreement

This is a legal agreement between you (either an individual or an entity) ("Licensee") and Neva Object Technology, Inc. ("NeOT"). By purchasing the Neva Object Technology, Inc. Software Maintenance Plan, Licensee agrees to be bound by the terms of this agreement.

1. Definitions

1.1 "Software" is Coroutine for Java and/or its components, including but not limited to Coroutine, Java2COM, JavaDde, JPrint, and other components.

1.2 "Maintenance" is Software Maintenance Plan as defined in this agreement.

1.3 "Software Upgrades" is software upgrades, including new major versions of Software.

1.4 "Software Updates" is maintenance software releases, bug fixes, and patches.

2. Plan Duration.

2.1 The duration of this agreement shall be for a period of twelve (12) months from the date of the underlying purchase agreement or purchase order between Licensee and NeOT.

3. Restrictions

3.1. Purchase of this Software Maintenance Plan does not in any way extend, modify, or enhance the original software product warranty, if any, for the above products.

3.2 Licensee must have the current version of the software in order to purchase the Software Maintenance Plan.

3.3 This agreement does not cover any software that has been modified, amended, or deleted by a party other than NeOT.

4. Software Updates and Software Upgrades

4.1 When NeOT, at its sole discretion, releases Software Updates and Software Upgrades, NeOT shall provide such Software Updates and Upgrades to Licensee with a valid Software Maintenance Plan free of charge. Such Software Upgrades and Updates will be provided by NeOT when NeOT makes them generally available to the market.

4.2 Licensee will be notified by e-mail about new Software Updates and Upgrades.

4.3 Software Updates and Upgrades are made available to Licensee on NeOT's Web

Site. Licensees requiring CD-media will be responsible for CD-media and shipping costs.

4.4 All Software Updates and Upgrades provided, including documentation and program materials, are subject to this Agreement and the applicable Software License Agreement.

5. Technical Support via Email

5.1 Errors discovered by the Licensee must be reported by a designated representative of the Licensee via e-mail and must include all required supplemental information

5.2 E-mail technical support is available only for Software covered under this agreement.

5.3 Same day acknowledgement from 9:00AM PST to 6:00PM PST during normal business hours, excluding NeOT corporate holidays. Next business day acknowledgment at all other times.

5.4 NeOT will use all reasonable endeavors to respond to the Licensee with a solution to the problem within 3 working days of an adequately completed error report and production of all required supplemental information.

5.5 Technical Support shall not include the diagnosis and rectification of any fault arising from: (a) the improper use or operation of the Software; (b) the modification of the Software or its merger (in whole or in part) with any other software; (c) the use of the Software for a purpose for which it was not designed; (d) any breach by the Licensee of its obligations under this Agreement; (e) any repair, adjustment, alteration or modification of the Software by any person other than NeOT without NeOT's prior written consent.

6. Product Advisory Service

6.1 NeOT will periodically provide the Licensee with a report of all significant errors and corrections for the Software covered by this Agreement.

7. Software License

7.1 The Licensee has been granted a License by NeOT in the terms of a separate Software License to use Software being supported under this Agreement and acknowledges that any replacements, improvements or additions to that Software provided under this Agreement will be subject to the terms and conditions of the License.

8. Plan Termination

8.1 This Agreement may be terminated on any anniversary of the date of this Agreement by NeOT or the Licensee without prior notice.

8.2 NeOT may terminate this Agreement if the Licensee fails to comply with the Terms or any related agreement between NeOT and the Licensee.

8.3 The Licensee may terminate this Agreement if NeOT fails to comply with the Terms or any related agreement between NeOT and the Licensee provided that NeOT has been given 30 days prior written notice during which NeOT has failed to correct the breach where such breach is capable of remedy.

9. Force Majeure

9.1 NeOT will not be liable for any failure to perform due to unforeseen circumstances or causes beyond NeOT's reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, accident, strikes, inability to secure transportation, facilities, fuel, energy, labor, or materials.

10. General

10.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements and negotiations, oral or written, express or implied, and may only be modified in writing and signed by authorized representatives of both parties. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.

10.2 This Agreement shall be governed and construed under the law of the State of California and subject to the exclusive jurisdiction of the courts therein. Any claims arising out of this Agreement will be brought in Orange County, California, USA.