

Exhibit B

Software Maintenance and Support Agreement

The SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT (“Agreement”) is executed by and between Solix Technologies Inc. (LICENSOR) a Delaware Corporation with its principal office located at 4500 Great America Parkway Ste 120, Santa Clara, CA 95054, USA and _____, a _____ corporation with its principal office located at _____.

This Agreement is executed for providing Maintenance and Support services to the LICENSEE who has executed a written Master Software License Agreement (“License Agreement”), dated _____ with the LICENSOR for Use of a Licensed Program. For the purpose of this Agreement, the Maintenance and Support Services and the terms shall be applicable as to “LICENSEE” only after signing this Agreement by paying the requisite Service Fee and the taxes in advance. This Agreement stipulates the terms and conditions in adherence to which LICENSOR shall provide certain Maintenance and Support Services to LICENSEE. The terms of this Agreement shall supplement the terms of the License Agreement. Annexure- I of the License Agreement is incorporated herein by reference. In the event of any direct conflict between the terms of this Agreement and the License Agreement, the terms of the License Agreement shall supersede and have control. The services under this Agreement do not include any improvements, customizations or modifications made by, or for, the LICENSEE to the Licensed Program unless otherwise agreed to in a written agreement executed by LICENSOR and LICENSEE. Without such an agreement, modification of the Licensed Program is strictly prohibited. The term of this Agreement shall commence on the date set forth above and shall remain in force for one (1) year. Thereafter, this Agreement shall be automatically renewed for successive one-year terms subject to LICENSEE’S payment of the Annual Software Maintenance and Support fee on or before the expiry of one year from the date of this Agreement or before the expiry of any successive renewal terms, whichever applicable (“Anniversary Date”). In the event that LICENSEE fails to pay the Annual Software Maintenance and Support fee on or before the Anniversary Date, this Agreement shall be deemed automatically terminated, provided however that at LICENSOR’s option and subject to the payment by LICENSEE of the Reinstatement Fee, this Agreement may be reinstated after such termination. “Reinstatement Fee” shall mean the amount equivalent to the Annual Software Maintenance and Support fee due from the date of such termination plus an additional charge of 50% of such amount. This Agreement shall be deemed to be automatically terminated on i) earlier termination of this Agreement by LICENSOR or termination of the Master Software License Agreement; or ii) upon modification, alternation or integration of a third party’s software into the Licensed Program.

SUPPORT HOURS

Solix (“LICENSOR”) will provide _____ (“LICENSEE”) with telephone and web based support 5 days per week, 8 hours per day, excluding nationally-recognized holidays.

1. CONTACTS AND CONTACT INFORMATION.

For Web-based technical support, LICENSEE may contact LICENSOR at www.digiprise.com. For electronic mail support, LICENSEE may contact LICENSOR at: support@solix.com. For telephone support, LICENSEE may contact LICENSOR at 1 888 467-6549 x5.

2. LICENSEE RESPONSIBILITIES.

2.1 LICENSOR’s provision of support to LICENSEE is subject to LICENSEE’s compliance with the following:

LICENSEE shall provide LICENSOR with access to LICENSEE’s personnel and the equipment if a problem LICENSEE is experiencing cannot be reasonably duplicated at LICENSOR’s support facilities.

LICENSEE shall document and promptly report all errors or malfunctions of the Software to LICENSOR.

LICENSEE shall maintain a current backup copy of all Software and related data.

LICENSEE shall train (or have trained by LICENSOR) its personnel in the use and application of the Software.

LICENSEE shall be responsible to reimburse all reasonable and ordinary costs that are incurred by the LICENSOR for any onsite assistance that is requested in writing by LICENSEE including travel, boarding and lodging, provided such expenses are in compliance with LICENSEE’s then current travel and expense policy. All airline travel must be in tourist/economy class to be eligible for reimbursement.

3. CLASSIFICATION OF PROGRAM ERRORS

3.1 Level 1. “Level 1” means that the Software is not functioning. Some examples of Level 1 errors are as follows:

Software is down impacting the production environment;

Software is not able to communicate with external systems so that on-line and other processing are halted; or

Software is generating a data corruption condition that halts on-line and other processing.

3.2 Level 2. “Level 2” means that the Software is running but LICENSEE is unable to use a major feature or functional component of the Software. Some examples of Level 2 errors are as follows:

(a) intermittent errors in the Software; or

(b) a major feature or functional component of the Software is unavailable.

3.3 Level 3. “Level 3” means that the Software is operating close to normal, but there is a non-critical Program Error for which either a temporary fix exists but has not been made available to LICENSOR’s Customers, or LICENSOR is in the process of creating such a fix or other work-around.

4. REPAIR TIMES FOR TECHNICAL SUPPORT

Severity of the Programming Error	Maximum Response Time	Escalation to Operations V.P. / Director	Repair Time - Goals
Level One	1 Hour	2 Hours	4 Hours
Level Two	4 Hour	6 Hours	1.5 days
Level Three	1 day	4 days	3 days

5. PROCESSES FOR ERROR RESOLUTION

5.1 Level 1 Errors.

a) Error Correction. LICENSOR shall take immediate steps to solve the Program Error. LICENSOR shall work continuously on a twenty-four (24) hour basis until the Program Error is resolved. If necessary to ensure a prompt response, LICENSOR shall reassign staff from lower severity level errors to service Level 1 Program Errors.

b) Resource Commitment. When a Level 1 Program Error is reported, LICENSOR shall assign all personnel necessary to correct the Program Error promptly.

c) Completion Goal. The completion goal shall be to resolve one hundred percent (100%) of all Level 1 Errors within four (4) hours of receipt of the reported error. LICENSOR shall use all commercially reasonable efforts to meet this goal.

5.2 Level 2 Errors.

a) Error Correction. LICENSOR shall analyze Level 2 Errors in the order they are reported and personnel will be assigned accordingly. All Level 1 Errors will take priority over Level 2 Errors.

b) Resource Commitment. LICENSOR shall assign appropriate technical resources to Level 2 Program Errors as long as Level 1 Errors are not open.

c) Completion Goal. The completion goal will be to resolve one hundred percent (100%) of all Level 2 Program Errors within 1.5 days of the reported error. LICENSOR shall use commercially reasonable efforts to meet this goal, and if the error is not resolved within 2 days, LICENSOR will reclassify the Program Error as a Level 1 Error. Additional resources will be added until a solution to the Program Error has been reached.

5.3 Level 3 Errors.

a) Error Correction. LICENSOR shall analyze Level 3 Errors in the order they are reported. Level 1 and Level 2 Errors will take priority over Level 3 Errors.

b) Completion Goal. LICENSOR shall correct Level 3 Errors using appropriate Updates.

6. PROVISION OF UPDATES.

So long as LICENSEE is current in its maintenance fees and for the term of this Agreement, LICENSOR shall provide Updates to LICENSEE on the same schedule that LICENSOR makes such Updates generally available.

7. EXCEPTIONS

Maintenance and Support Services will not include services or support requested as a result of, or with respect to, causes which are not attributable to LICENSOR. Services or support related to causes that are not attributable to LICENSOR will be billed to LICENSEE at LICENSOR'S then-current rates. Causes which are not attributed to LICENSOR include, but are not limited to:

i) Accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by LICENSOR; excessive heating; fire and smoke damage.

- (ii) Operation of the Licensed Program with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use.
- iii) Improper installation by LICENSEE, or its agents, or Use of the Licensed Program that deviates from any operating procedures established by LICENSOR in the applicable Documentation.
- iv) Modification, alteration or addition, or attempted modification, alteration or addition, of the Licensed Program undertaken by persons other than LICENSOR or LICENSOR'S authorized representatives.
- v) Software programs made by LICENSEE or other parties, or customized programs made by other parties.

8. LIMITED WARRANTY AND LIABILITY

LICENSOR warrants that the Maintenance and Support Services will be provided in conformance with the terms of this Agreement and LICENSOR does not make any other warranties, whether expressed or implied, whether regarding the performance of the Licensed Program or the services provided under this Agreement. LICENSEE agrees that LICENSOR has not warranted recovering any data or other information contained in the Designated System. LICENSOR shall not be liable for any loss of profits, loss of use, business interruption, loss of data, cost of cover or any indirect, special, incidental, exemplary, punitive or consequential damages of any kind in connection with or arising out of the furnishing, performance or Use of the Licensed Program or services performed hereunder, whether alleged as a breach of contract or tort conduct, including negligence even if advised of the possibility of such damages. Subject to the foregoing and notwithstanding anything to the contrary elsewhere contained, in no event shall the maximum aggregate liability of the LICENSOR in connection with this Agreement exceed the maintenance and support fee paid by the LICENSOR in the six (6) months preceding the claim.

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this License if such delay or failure arises by any reasons beyond its reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications or utilities, or any act or failure to act by the other party or such other party's officers, employees, agents or contractors; provided, however, that lack of funds shall not be deemed to be a reason beyond a party's reasonable control.

9. ASSIGNMENT & AMENDMENT

LICENSEE may assign its obligations under this Agreement to a third party individual or entity subject to the prior written consent of the LICENSOR.

No amendment to this Agreement shall be valid unless the same is in writing and signed by both parties. Both parties agree that they are not bound to any oral representations and warranties made concerning the services under this Agreement.

10. PRICE INCREASES

The Annual Software Maintenance and Support fee will not be increased by more than 5% compounded annually from date of this Agreement.

Solix Technologies Inc.

Signature

Print Name

Title & Date

Customer

Signature

Print Name

Title & Date