

# SUPPORT-MAINTENANCE AGREEMENT

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SUPPORT-MAINTENANCE AGREEMENT entered into in the City of ....., Province of ..... (insert name of province), Canada.

BETWEEN: V1 ..... (name of individual), ..... (occupation), domiciled and residing at ..... (insert civic number and street name), in the City of ..... (insert name of city), Province of ..... (insert name of province), ..... (postal code);

OR

V2 ..... (corporate or business name), a legal person duly incorporated pursuant to the ..... Act (name of statute under which the corporation was incorporated), having its principal place of business at ..... (insert civic number and street name), in the City of ..... (insert name of city), Province of ..... (insert name of province), ..... (postal code);

OR

V3 ..... (corporate or business name), a legal person duly incorporated pursuant to the ..... Act (name of statute under which the corporation was incorporated), having its head or registered office at ..... (insert civic number and street name), in the City of ..... (insert name of city), Province of ..... (insert name of province), ..... (postal code), represented by ..... (name of representative), its ..... (title of representative), duly authorized for the purposes hereof;

OR

V4 ..... (corporate or business name), a legal person, duly incorporated pursuant to the ..... Act (name of statute under which the corporation was incorporated), having its head or registered office at ..... (insert civic number and street name), in the City of ..... (insert name of city), Province of ..... (insert name of province), ..... (postal code), and duly registered under number ..... ( ..... ) in accordance with ..... (insert name of statute pursuant to which the entity is registered), represented by ..... (name of representative), its ..... (title of representative), duly authorized for the purposes hereof as he/she so declares [or as indicated in the resolution of the [sole director or board of directors]];

HEREINAFTER REFERRED TO AS "SUPPLIER";

AND: ..... (identification of the client);

SUPPLIER	CLIENT

HEREINAFTER REFERRED TO AS "CLIENT";  
HEREINAFTER COLLECTIVELY REFERRED TO AS THE "PARTIES".

**RECITALS**

THE PARTIES MAKE THE FOLLOWING REPRESENTATIONS:

- (A) SUPPLIER develops and markets ..... (identify type of software) management software under the «.....» (insert brand name) brand;
- (B) CLIENT is a ..... (describe the client) which has acquired a right to use the ..... (insert brand name) software;
- (C) SUPPLIER offers, on an annual basis, a selection of after-sale service to its ..... (insert brand name) clientele separated in two (2) sets, namely : a basic services set and a facultative services set;
- (D) CLIENT wishes to avail itself to part or all of such services;
- (E) The PARTIES wish to set out in writing the terms of their agreement regarding such purpose;
- (F) It is the intent of the PARTIES that their agreement be construed as a contract by mutual agreement.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**0.00 INTERPRETATION**

**0.01 Definitions**

Unless otherwise indicated, capitalized words and expressions appearing in the Agreement shall be interpreted or construed as follows:

**0.01.01 Activities**

means ..... (identify business sector) of ..... (identify subject person);

SUPPLIER	CLIENT

**0.01.02 Agreement**

means this agreement including its recitals and schedules, any related or ancillary agreement or document identified therein, as well as any amendment made thereto from time to time by the PARTIES in compliance with Section 12.05;

**0.01.03 Authorized Location**

means the location owned by CLIENT and located at the following address:

..... (civil address)  
..... (City, province and postal code);

**0.01.04 Basic Services**

means the remote technical support services according to the terms listed in Schedule 0.01.04 to the Agreement as well as an update service for the ..... (insert name of software) Software including the generic functions which SUPPLIER may add from time to time to the Software and make available during the year for which the Agreement is in force, but does not include the performance of work to develop specific functions for CLIENT;

**0.01.05 Best Effort**

means the efforts which a prudent Person desirous of achieving a result would use in similar circumstances to maximize, to the extent reasonably practicable, the probability that a result will occur and includes state of the art as it relates to any trade or profession in addition to generally acknowledged best practices in a field of activity;

**0.01.06 Breach**

means any misrepresentation, inaccuracy, error, omission, non-compliance, infringement, failure, claim or other circumstance relating to a representation, warranty, covenant, obligation or other provision of the Agreement leading to:

- (a) any infringement of the Agreement; or
- (b) any claim by any Person or other occurrence or circumstance which (i) is inconsistent with a covenant, obligation or other provision of the Agreement and (ii) causes damage to such Person;

**0.01.07 Change in Control**

means, in relation to any PARTY to the Agreement whose legal status is that of a business corporation, any one of the following events:

SUPPLIER	CLIENT