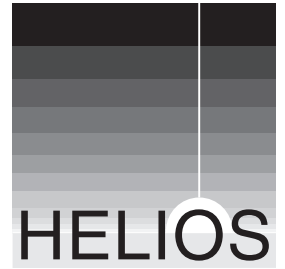


**HELIOS SOFTWARE UPGRADE SERVICE
AGREEMENT (SE002) v2.0**

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Distributor stamp

	Customer	HELIOS Partner (or stamp)
Company		
Contact		
Street		
ZIP/City		
Country		
Telephone		
E-Mail		

1. Agreement prerequisites

The latest product version is required. The agreement must be ordered within 30 days of a product or upgrade purchase. All user expansions for each covered product must be included.

2. Duration of agreement

The term of the agreement is one year. The agreement is automatically extended for a further year unless a written cancellation is received at least six weeks before the end of the term.

3. Payment

Payment is required one year in advance.

4. Subject of this agreement

The agreement covers the HELIOS product installations for the customer with the serial numbers listed below. HELIOS agrees to make available without further costs:

- a. Maintenance updates
- b. New product versions and documentation that are released during the duration of this agreement

5. Cold Spare Server option

This agreement also includes the terms of the "HELIOS SOFTWARE COLD SPARE OPTION LICENSE AGREEMENT (SE003) v2.0", as stated on page 2 of this agreement.

No.	Product	Users	Serial number	Cold Spare option Add	MachID	Price	Comment
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							

X

X

Date:

Signature:

Customer stamp or business card required

Please fill in this form using Adobe Reader, print, stamp, and sign, and submit to your HELIOS partner

HELIOS SOFTWARE COLD SPARE OPTION LICENSE AGREEMENT (SE003) v2.0

1 General Terms

1.1 Information to HELIOS has to be provided in writing by mail or fax.

2 Definitions

- 2.1 "Designated Product" corresponds to each of the products marked with an "Add cold spare option" in the SE002 form and identified by its unique HELIOS serial number.
- 2.2 "Customer" is the purchaser of HELIOS' "Cold Spare Option for SE002 agreements" for the Designated Product.
- 2.3 "Main Server" is the server on which the Designated Product is currently activated, identified by HELIOS MachID.
- 2.4 "Installation Site" is the physical location of the Main Server of the Designated Product, identified by the building's address.
- 2.5 "Cold Spare Server" is a second server installed with a copy of HELIOS products at the Customer Installation Site. For each installed HELIOS base product (EtherShare, PCShare, WebShare, Base Windows) on the Cold Spare Server, a Cold Spare option (SE003) is required.

3 Subject of this Agreement

3.1 The Customer is entitled

- 3.1.1 To name the HELIOS MachID of one Cold Spare Server and to request from HELIOS an activation key for the Designated Product on the Cold Spare Server.
- 3.1.2 To run the Designated Product and any HELIOS user, ImageServer, PDF HandShake and PrintPreview expansion licenses for it on the Cold Spare Server instead of on the Main Server.
- 3.1.3 To change the Cold Spare Server in reasonable intervals and accordingly request activation keys from HELIOS.

3.2 The Customer agrees

- 3.2.1 Not to run the Designated Product on the Main Server and the Cold Spare Server at the same time. This holds also true for evaluation or test purposes for which the Customer might request standard HELIOS demo keys from the HELIOS partner.

- 3.2.2 To inform HELIOS when the Cold Spare Server should become the new Main Server in which case HELIOS will update its records and treat the Cold Spare Server as the new Main Server and the previous Main Server as the Cold Spare Server.
- 3.2.3 To inform HELIOS within one month when the Main Server and the Cold Spare Server are relocated together to a new place.
- 3.2.4 Not to make use of HELIOS activation keys for the Cold Spare Server after Main Server and Cold Spare Server are separated to different buildings or places.
- 3.2.5 Not to make any use of HELIOS activation keys for a previous Cold Spare Server after a change of the Cold Spare Server was accepted by HELIOS.
- 3.2.6 Not to make use of HELIOS activation keys for the Cold Spare Server after termination of this agreement.
- 3.2.7 Not to hand over any HELIOS activation keys for a Cold Spare Server to any other party even if the ownership of the Cold Spare Server is transferred, and not to make use of HELIOS activation keys for a Cold Spare Server after termination of this agreement. This shall apply for all Cold Spare keys for the Designated Product that may have been issued over the course of time.
- 3.2.8 To allow HELIOS or a HELIOS designated agent to check the Installation Site regarding proper use of the Cold Spare Server.
- 3.3 HELIOS retains the right to refuse activation keys for the Cold Spare Server and may terminate this agreement immediately when the Customer fails to prove proper use.

4 Survival of Termination

Paragraphs 3.2.4, 3.2.5, 3.2.6, and 3.2.7 shall survive termination of the agreement. The agreement shall be governed by the laws of the Federal Republic of Germany. Site of court is Hannover, Germany.