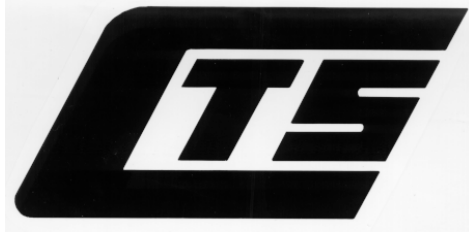




Software Maintenance and Upgrade Agreement

CTS, Inc.
SOFTWARE MAINTENANCE AND UPGRADE AGREEMENT



SOFTWARE MAINTENANCE AND UPGRADE AGREEMENT

This Agreement is made this _____ day of _____, 20____, between CTS, Inc. headquartered at 10 White Wood Lane, North Branford, CT 06471, herein called “CTS” and:

(Name of School/Organization)

(Address 1)

(Address 2)

(City, State, Zip)

(Phone)

(E-mail Contact)

Hereinafter called the “Client”, purchases a CTS Software Maintenance and Upgrade Agreement, as specified herein.

TERMS AND CONDITIONS

These CTS Software Maintenance and Upgrade Agreement terms supplement the applicable Software License Agreement between the Client identified on Attachment A and CTS for the software products enrolled in the Maintenance and Upgrade Plan as specified on Attachment B.

1. Maintenance and Upgrades refers to both “improvements” (bug fixes) and “enhancements” (feature additions) regardless of the software “version number”.
2. Client represents and warrants that for each Enrolled Software Product identified in this Agreement, Client has licensed valid copies equal to the quantity enrolled in this Agreement. All limitations as outlined in the CTS Software License Agreement remain the same.
3. CTS will provide software maintenance and upgrades on-line or on-site. E-mail notification of software maintenance and upgrades will be sent to the Client if specified in Attachment B.
4. Should the Client voluntarily discontinue use of the Enrolled Software Products, CTS is under no obligation to refund any prepayments for Software Maintenance and Upgrades made by the Client.
5. Failure by either party to enforce any contract term shall not be deemed a waiver of future enforcement of that or any other term.
6. SOFTWARE UPGRADES WILL BE DEVELOPED AND RELEASED BY SANS INC. AT ITS SOLE DISCRETION. SANS INC. DOES NOT WARRANT THAT IT WILL DEVELOP OR RELEASE ANY MAINTENANCE SOFTWARE IN ANY SPECIFIED TIME FRAME. SANS INC. DOES NOT WARRANT THAT THE SOFTWARE UPGRADES WILL BE MADE AVAILABLE WITHIN ANY SPECIFIED TIME PERIOD FOLLOWING THE COMMERCIAL RELEASE OF SUCH SOFTWARE.

IN WITNESS WHEREOF, CTS Inc. and the Client have executed this Agreement this _____ day of _____, 20____.

(Client School/Organization)

(Name of Authorized Representative)

(Title of Authorized Representative)

(Signature)

CTS Inc.

(Name of Authorized Representative)

(Signature)

Attachment A

SALES CONTACT INFORMATION

CTS Representative:	
Title:	
Telephone:	203-315-1496
Telephone (cell):	
E-mail:	
Fax:	203-315-5536
Reseller Company:	CTS
Address:	10 White Wood Lane, North Branford CT 06471
Web Site:	www.ctslabs.com

CLIENT CONTACT INFORMATION

Name:	
Title:	
Telephone:	
Telephone (cell):	
E-mail:	
Fax:	
School/Organization:	
Address:	
Web Site:	

Attachment B

SOFTWARE MAINTENANCE AND UPGRADE PLAN FOR SONY/SANS SOFTWARE PRODUCTS

SOFTWARE	DESCRIPTION
VIRTUOSO™ MAJOR	Instructional Control Software
VIRTUOSO MINOR	Instructional Control Software
VIRTUOSO APT	Language Testing System with Recorder
VIRTUOSO APPRENTICE	Language Testing System
VIRTUOSO P1	Multi-Teacher Plug-In for Virtuoso Major/Minor
VIRTUOSO P2	Unregistered Soloist Plug-In for Virtuoso Major/Minor
VIRTUOSO P3	Video Distribution Plug-In for Virtuoso Major/Minor
SOLOIST®	Digital PC Comparative Recorder Software
SOLOIST P1	ASL Option for Soloist
VOCALIST®	Digital PC Comparative Recorder
CONCURRENT CONTROLLER™ VOCALIST	Concurrent License Management Software for Vocalist
CONCURRENT CONTROLLER™ SOLOIST	Concurrent License Management Software for Soloist
SENTINEL™	Instructional Control Software
VIRTUOSO P4	ASL Plug-In for Virtuoso Major/Minor
SOLOIST P1	ASL Plug-In for Soloist
SANS SPACE™	Course Management Software

*Virtuoso and Soloist are trademarks of Sony Electronics under exclusive license to SANS Inc. Sentinel and Concurrent Controller are trademarks of SANS Inc.

- Please check here if you wish to receive e-mail notification of Software Maintenance and Upgrades.

Software Maintenance and Upgrade Agreement
CTS Inc.- 10 White Wood Lane – North Branford, CT 06471