

Inca Application Monthly Subscription Contract

3 Year Term

For the Purposes of this document Inca Business System Inc. will be referred as the Vendor.

Your Company Name: _____ of the city of: _____, in the State / Province of: _____ in the country of _____ will be referred to as the Client.

Essentially this contract covers 4 basic parts and is only eligible to companies that have paid their one-time Setup fee of \$ _____

In consideration of a monthly fee of \$ _____ to be paid via auto debit, once a month for a period of 36 months commencing on the date as signed below.

It is agreed between the Vendor and the Client the following event and processes will take place.

1. **License** to use Visual Inca as a POS/Bookkeeping system for the business of the client with no limit to the number of users attached to a single server.
2. **The Client** understands that Visual Inca will contact the Inca Web Control sites automatically for updates, product enhancements.
3. **Basic support** covered by this agreement is via Email. Phone support will be is a separate issue and is chargeable as per the discretion of the Vendor. (After startup and appropriate training has been applied.)
4. **Customization** is also included and is intended to optimize Visual Inca in the Client's business. Extensive customizations are billable and are at the discretion of the Vendor. **No Additional charges will be levied to the client, without the explicit authorization of the client, in writing or by E-Mail confirmation. The amount will be agreed to in advance.**

It is further understood by the Client that upon an interruption of the monthly contract payment amount for whatever reason an administration fee of \$100.00 may be levied against the Client and further action may be taken by the Vendor in any situation where the contract is broken by the Client and may result in locking and encrypting the client's data and a cessation of service until the contract is reinstated, at which time all past owing monies would need to be brought up to date.

The Vendor's responsibility to provide its part of the contract in the case of the demise of any one of it's key employees, will be administered by the Vendor's Lawyer, (Kimmitt Wrzesniewski) who will make sure the vendor's obligations as per this contact will be looked after which may result in the

Client having unlimited access to Visual Inca license for their own sites and possible access to Visual Inca source code where it maybe applicable.

For payment purposes please attach a voided blank cheque from your Bank or Credit Union.

The signature of both parties evidences the intent of this contract and is legally binding. The contract will auto renew unless otherwise stated. A 30 day notice prior to renewal date will be required if either party wishes to terminate this contract.

The Client understands that they have no ownership of this product only the license to use it, based on the conditions of this contract. All Data is the property of the Client and will be returned in the current format to the client on termination of the contract. The data is fully accessible to the client throughout the contract.

The Vendor recognizes that at some time circumstances may occur beyond the control of the Client and where the Client is forced to an action that would preclude the Client from continuing to use Visual Inca due to circumstances outside of their control this would be defined as the selling of their business and or a demand by their chief supplier to use there supplier's software or they would loose their ability to stay in business.

Under this extenuating circumstance the Vendor would require a written notice and a 3-month warning period to terminate this contract.

Dated this __ day of the month of _____ in the year of _____, in the City of _____ in the State/Province of _____

{Authorized Signature for the Client

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{Please print name and corporate title.

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{Authorized Signature for the Vendor

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{Please print name and corporate title.

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