



Monthly Service Agreement

The Monthly Service Agreement (MSA) requires a one (1) year guaranteed contract from the date of this agreement. An early termination penalty equal to two (2) months payments shall apply to all cancellations during the initial contract period. All agreements automatically renew to a month-to-month basis after the initial one (1) year agreement has been fulfilled.

✍ **GOLD LEVEL** \$350 per month _____
Initials

- ? Highest priority of support from technical representatives
- ? **4 free hours** of support each month (not cumulative)
- ? Additional billable hours at 10% discount
- ? Enhancements and add-ons for Membrosia are available at no charge as they are released for distribution
- ? Upgrades to the latest version of Membrosia at no charge
- ? Direct support via MSN Instant Messenger ¹
- ? Tech support availability by cell phone (billed at 1.5 times the hourly rate)

✍ **SILVER LEVEL** \$150 per month _____
Initials

- ? Priority support from technical representatives
- ? **2 free hours** of support each month (not cumulative)
- ? Billable hours at regular rate
- ? Enhancements and add-ons for Membrosia available for purchase separately or with upgrade to latest version
- ? Upgrades for latest version of Membrosia available for purchase only on release of new version

1. MSN Messenger requires activation of a Microsoft MSN Passport or .NET account. 1st Priority Software, Inc. is not affiliated with Microsoft Corporation and Client accepts all responsibility of charges and other necessary requirements incurred in activating a Passport or .NET account.

Client Name

Date

Authorized Representative (printed)

Signature

Title

**AGREEMENT BETWEEN _____
AND 1st PRIORITY SOFTWARE, INC.**

Whereas, the _____
(hereafter “Association”) has previously purchased and currently uses the Membrosia Association Management software (hereafter “software”),and ;

Whereas, 1st Priority Software, Inc (hereafter “1st PS”) developed the software and previously sold a perpetual license to Association to use the software, and;

Whereas, Association and 1st PS wish to enter into an agreement defining the rights and responsibilities of the parties to use, modify or customize, maintain, upgrade, update and sell the software, the parties, for the consideration previously paid and for the consideration set forth below agree as follows:

1. The parties acknowledge and agree that 1st PS previously sold to Association a copy of the software and as part of the sale granted Association and any subsidiary or affiliate entities of Association a perpetual license for the use of the software. The perpetual license to use the software exists independent of this agreement and shall survive the termination of the agreement.
2. The parties acknowledge and agree that the association will pay \$500 as a one-time fee to 1st PS for each other trade association managed by the Association.
3. The parties acknowledge and agree that 1st PS is the owner of the software and Association cannot sell the software or license the use of the software to a third party.
4. The parties acknowledge and agree that the source code is embedded in the software and Association has the right to maintain, customize and enhance the software for its needs and use. Association shall also have the right to share any customizations or enhancements it makes with any other entities or associations that have also purchased association management software from 1st PS and use any customizations and enhancements developed by any other entities or associations, if provided by said entity. The rights acknowledged in this paragraph exist independent of this agreement and shall survive the termination of this agreement.
5. In consideration for payment of the service fee, detailed in the attached Monthly Service Agreement (MSA), 1st PS shall provide the following:
 - a. Any needed updates to the software. An update is any change to the software that fixes “bugs” or design flaws within the system. These will be made available through the membrosia.com website or other mutually agreed method, so that the Association will have access after notice of the changes from 1st PS to the Association.

- b. The right to Association to purchase any necessary upgrades to the software. A necessary upgrade is any change to the software that is necessary to allow it to run with any associated software (for example Microsoft Office or Access) or any new versions or upgrades of associated software. The reasonable cost of necessary upgrades shall be separately negotiated between Association and 1st PS.
 - c. The right to Association to purchase at a reasonable cost to be negotiated between Association and 1st PS any other upgrades developed by 1st PS. An upgrade other than a necessary upgrade is any enhancement to the software that adds functionality that did not exist before and adds value to the program.
6. Except to the extent that any terms of any prior agreements are acknowledged and stated herein this agreement shall supersede and replace all prior agreements, if any, whether written or oral between the parties. The parties acknowledge that all terms of the agreement between the parties are acknowledged and stated in this agreement and that no existing agreement between the parties shall be binding on or enforceable against the parties unless acknowledged and stated herein. No subsequent modifications to this agreement shall be binding or enforceable against either party unless such modifications are made in writing and signed by both parties.
 7. This agreement shall be binding and enforceable on the heirs successors and assigns of the parties to this contract.
 8. The laws of the state of Minnesota shall govern this agreement and shall apply to any claim or action to enforce or interpret the terms to the agreement.
 9. If any part of this agreement is ruled unenforceable, the remainder of the agreement shall remain in full force and effect.
 10. The effective date of this agreement is _____

By:

1st Priority Software, Inc.

Its: _____

Date:

By:

Company Name

Its: _____

Date: