ENTERPRISE MAINTENANCE AGREEMENT

This Enterprise Maintenance Agreement ("Maintenance Agreement") is by and between Double-Take Software, Inc. ("Double-Take"), 8470 Allison Pointe Blvd., Suite 300, Indianapolis, IN 46250 and you ("You" or "Your"). Either party may be referred to individually as "Party" or collectively as "Parties".

1. **Purpose of Maintenance Agreement**. You use Double-Take Software to protect mission critical applications and desire that Double-Take maintain certain computer software programs and documentation ("Software"). Double-Take is willing to provide these services upon the terms and conditions herein.

2. **Term**. This Maintenance Agreement shall, unless earlier terminated pursuant to Section 8 below, remain in full force and effect for one (1) year following the date the Software is shipped. Thereafter, this Maintenance Agreement shall automatically renew for an additional twelve (12) months, provided that You pay the current renewal fee to Double-Take, or unless either Party terminates this Maintenance Agreement in accordance with Section 8 below.

3. **Maintenance Charge**. The maintenance fee shall cover all services provided hereunder, but shall not cover costs of any materials, parts, manuals, software, travel, or other disbursements as may be necessary or requested by You, which shall be billed to You as separate costs when they occur. Double-Take may change the yearly maintenance fee to reflect its then-current standard fees by notice to You at least thirty (30) days prior to the date on which the maintenance fee payment is due from You.

4. **Maintenance Services**. Double-Take shall, in exchange for payment of the maintenance fee, continue to perform the following maintenance services:

   a. **Error Correction**. Double-Take shall work to correct all reproducible errors that materially affect the operation of the Software as follows: You shall notify Double-Take of any such errors in writing, with a written description of each claimed error and the conditions under which it occurred. Double-Take shall work to correct all such errors that it can verify based on Your information, and shall continue working either until it corrects the error, develops a workaround for that error, or determines in good faith that the error cannot be corrected as part of the then-current releases of the Software (in which event Double-Take shall attempt to correct or eliminate the error in the next release of the Software). You may notify Double-Take of claimed errors by telephone, provided that the written notice described above must be furnished by the next business day, and that Double-Take need not begin work promptly if the telephone information is incomplete or inadequate.

   b. **Telephone Support**. Double-Take will provide a thirty (30) minute response time for telephone support for an unlimited number of named callers who have been trained by Double-Take or a Double-Take Authorized Trainer on DTW124, have passed the certification test for that course, and have registered with Double-Take. You shall complete the named caller list attached as Schedule A hereto and hereby agree that said named callers listed in Schedule A will schedule training within sixty (60) days of execution of this Maintenance Agreement. In the event that a named caller listed on Schedule A hereto is added or deleted, You shall notify Double-Take by e-mail at: certified.callers@doubletake.com. The telephone support shall be 24 hours a day, 7 days a week, 365 days a year regardless of the severity level. This includes live support engineers, ability to escalate to a level 2 support engineers and any assistance You may require in using the Software that can be handled by telephone. For Technical Support call 800-406-4101. Error correction services are subject to the provisions in section 4(a) above.

   c. **Software Updates and Upgrades**. You will receive all standard Software version updates and upgrades released by Double-Take for any of the Software, free of charge, during the paid maintenance period. This includes Software updates released by Double-Take, primarily to correct or eliminate errors in the prior release of the Software and also to enhance existing features (example: Updating from version 4.1.1 to version 4.1.2, Updating from version 4.1 to version 4.2 or even updating from version 4.2 to version 5.0). It does not include upgrades of any Software for which Double-Take generally charges an additional fee (example 1: upgrading from a Microsoft Server version of software to a Microsoft Advanced Server version of any Software or example 2: upgrading from GeoCluster to GeoCluster+, or any new modules or products Licensor releases that are commercially sold separately).

   d. **Expert to Expert Incidents**. Parties who have completed the DTW124 Double-Take product training, have passed the certification test and have been qualified by Double-Take as experts shall be eligible for four (4) expert to expert incidents. An expert to expert incident shall be defined as: an event in which You require an expert pertaining to design strategies or complicated implementation changes that are not otherwise subject to Double-Take's standard Maintenance Agreement.

   e. **Other Services**. All services not listed above, such as any on-site assistance or maintenance, and any requested modifications to any of the Software shall be performed by Double-Take at its sole discretion, pursuant to its then-current standard hourly rates, and subject to such other written agreements as may be required by Double-Take.

5. **Your Obligations**. You will cooperate with Double-Take in connection with Double-Take's performance of its services hereunder and shall provide Double-Take with such information concerning Your operations as Double-Take shall reasonably request and as necessary for the performance of Double-Take's services hereunder.

6. **Modifications by You**. You shall not modify or create any derivative work of, or incorporate any other software into the Software or any portion thereof. Double-Take shall not be responsible for maintenance of, or for repair of errors or malfunctions occasioned by, any modification or enhancement to the Software made by You or by anyone other than Double-Take. Any modifications or enhancements made by Your or by anyone other than Double-Take shall be grounds for immediate termination of this Maintenance Agreement.

7. **Warranty and Liability**. ALL SERVICES AND MATERIALS ARE PROVIDED BY DOUBLE-TAKE "AS-IS". IN NO EVENT SHALL DOUBLE-TAKE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND/OR CONSULTANTS, BE LIABLE TO YOU OR ANY OF YOUR AFFILIATES FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES EVEN IF DOUBLE-TAKE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM THE SERVICES PROVIDED HEREUNDER. Double-Take's cumulative liability hereunder for damages, regardless of the form of action, shall not exceed the maintenance fee actually paid hereunder as of the date such claim arose. Double-Take shall not be liable for any lost profits, or for any claim or demand against You by any third party due to services performed hereunder. Double-Take recommends that the Software be installed by a Double-Take certified implementation specialist through Double-Take's Professional Services Group. However, if You elect to install the Software without the assistance of a Double-Take certified implementation specialist, You are solely responsible for insuring that the Software is installed properly to achieve the intended results and the results actually obtained. Accordingly, Double-Take shall have no responsibility or liability under this Maintenance Agreement or any warranty hereunder, to the extent such warranty exists, to correct, validate, bring into compliance or otherwise remedy any problem with the Software that is caused in whole or in part by the improper or inadequate installation of the Software by You or incompatibility of Your environment, hardware or software with the Software.

8. **Termination**. Double-Take may terminate this Maintenance Agreement upon ten (10) days prior written notice to You in the event You fail to pay the maintenance fee within thirty (30) days from the date of invoice or breaches any of the terms set forth herein. You may terminate this Maintenance Agreement immediately at any time, provided that You are responsible for the full amount of all maintenance fees due and payable through the end of the term, unless termination is due to breach by Double-Take.

9. **License Rights**. Any and all Software modifications and maintenance updates provided by Double-Take hereunder shall be considered part of the Software to which they apply and owned exclusively by Double-Take, and Your rights and/or licenses thereto shall be governed by the then-current license agreement with Double-Take regarding such Software, which can be viewed at www.doubletake.com.

10. General.

    a. **Merger**. This Maintenance Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all existing agreements and all oral, written or other communications between them concerning its subject matter. This Maintenance Agreement shall not be modified in any way except by a writing signed by both Parties.

    b. **Assignment**. You may not assign this Maintenance Agreement without prior written consent by Double-Take. This Maintenance Agreement shall be fully binding and enforceable as against all permitted assignees and successors in interest.

    c. **Enforceability**. If any provision of the Maintenance Agreement (or any portion thereof) shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Maintenance Agreement shall not in any way be affected or impaired.

    d. **Law and Forum**. This Maintenance Agreement (and any and all amendments thereof) and its validity, construction and performance shall be governed in all respects by the laws of the State of Delaware, without regard to Delaware's choice of law rules. Exclusive jurisdiction and venue for all matters relating to this Maintenance Agreement shall be in the State of Delaware, and the Parties hereby agree and consent to such jurisdiction and venue.

    e. **Notices**. All notices or other communications under this Maintenance Agreement shall be in writing and delivered in person, or national overnight express delivery service or United States mail (registered or certified mail, postage pre-paid, return receipt requested) and shall be deemed to have been given upon confirmation of Double-Take's signature and delivered to the address listed below or such other address as specified in writing by the Party. Notices should be sent to the attention of the following: if to Double-Take, Inc., ATTN: Chief Financial Officer, Double-Take Software, Inc., 8470 Allison Pointe Blvd., Suite 300, Indianapolis, IN 46250 with a copy to Associate Corporate Counsel at the same address. Notwithstanding the foregoing, notices of Software errors under this Maintenance Agreement may be sent by facsimile transmission with voice verification of receipt.

    f. **Headings**. The headings in this Maintenance Agreement are intended for convenience of reference and shall not affect its interpretation.

    g. **Non-Waiver**. The failure of either You or Double-Take to insist upon strict performance of any of the provisions contained herein shall in no way constitute a waiver of future violations of the same or any other provision.

    h. **Authority**. The individual executing this Maintenance Agreement on behalf of You and Double-Take each hereby represent and warrant that they are duly authorized by all necessary action to execute this Maintenance Agreement on behalf of their respective principals.

    i. **No Third Party Rights**. This Maintenance Agreement does not create any rights to any third parties, except assigns, successors or heirs expressly permitted hereunder.

SCHEDULE A

NAMED CALLERS LIST

Name	Contact Information
	Address:
	Address:

The following person(s) has authority to make changes to the above list:

Name:
Title:
E-mail:
Phone: