Wellspring Software, Inc.

STANDARD ANNUAL SUPPORT PLAN
TERMS AND CONDITIONS

Wellspring Software, Inc. ("Seller") agrees to provide software technical support services for one year to the owner of the subject software ("Buyer") which is identified by serial number at the time of purchase. This software ("Subject Software") is described as the PrintBoss and/or LaserCheck software that the Buyer has purchased and registered with the Seller. Only one serial number and one Buyer are covered by this contract.

A.   Services - General

1.   Seller will provide telephone consultation or service Monday through Friday during regular business hours 8:30am to 5:00pm Central Time, except for those days which are recognized national or state holidays. Seller reserves the right to limit any one telephone call to one hour and each contact to one question or issue ("incident" as defined below).

2.   Upgrades: Seller will provide internet available software upgrades for the plan membership period.

3.   Support Topic Limitations: Inquiries are limited to the following areas: standard PrintBoss or LaserCheck installation, configuration, upgrade assistance, usability and/ or functionality as described in product documentation. These issues must relate to the standard interface files distributed with the Subject Software. Accounting Host software functionality is not covered. Seller will also assist Plan members with basic connectivity issues for the purpose of using PrintBoss or LaserCheck to the extent necessary to confirm whether such issues relate to equipment within the control of PrintBoss or LaserCheck. Seller shall not be responsible for connectivity issues caused by third-party services, service providers, hardware, or software. The Plan does not cover inquiries on banking practices nor does it include application consulting or training.

4.   Supported Products: Plan support is available for currently supported versions of PrintBoss and or LaserCheck. Owners of PrintBoss utilizing either custom accounting host interfaces and/or custom forms (i.e. interfaces or forms not shipped with pre- packaged software) must have a Standard Service Contract to have access to the Wellspring Software, Inc. technical support staff. If the buyer's support questions relate to a non-standard interface or a non-standard form, buyer may be required to pay an hourly fee for the time a technician spends to resolve a specific non-standard issue.

5.   Support availability for any particular version of PrintBoss and or LaserCheck is subject to change at any time without notice.

6.   Plan coverage begins on date of purchase. Seller may also limit or terminate support service to, or may elect not to renew the membership of, any Plan member who uses the service in an irregular, excessive, abusive or fraudulent manner. Coverage is non-transferable and is valid for the original Plan

member only. Resale or transfer of membership rights is strictly prohibited and will be grounds for termination or non-renewal of membership.

7. Inquiries and service will be provided on a first-come first-served basis. Calls received after business hours or when all lines are busy will be prompted to leave a message. In such cases where the inquiry is not handled immediately, Seller guarantees that a service representative will return the call within two (2) hours during regular business hours.

8. Definition of an Incident: For purposes of the terms and conditions of this support plan, an "incident" means: a) a single issue or problem that a Plan member asks a service technician to analyze or resolve; b) a product-usage question that involves a single topic on a menu . The service technician will determine how many incidents will be handled during the course of the contact.

9. Questions related to the installation and operation of Subject Software, software bug identification and defects in the physical diskette or CD used to distribute Subject Software fall under the scope of this agreement. If Seller's technicians identify problems with Buyer(s) equipment, software or customized forms or interfaces (which are not subject to this Agreement), Seller will notify Buyer. Seller's technicians will also advise Buyer if the problem is within their scope of expertise. At Buyer's request, Seller's technicians may agree to undertake work on the problem in which case such work will be billed at the "Custom Programming" rate published in the Seller(s) most current price list. All custom programming and service is contracted on a prepaid basis.

10. Changing the bank information in any spec file or form file distributed by Seller is covered by this Service Plan. Seller provides support for the standard forms and interface files that are shipped with the prepackaged software. Any customized forms or interfaces whether created by Buyer or Seller fall outside the scope of this contract

B.   Term and Renewal

The Term of this agreement shall be for a period of one (1) year commencing on the date that Seller receives payment in full. The Term of this Agreement may be renewed for additional one-year periods following the initial one-year period by payment in full to Seller, for a Service Contract renewal. Renewal date is anniversary date of the original contract. Seller reserves the right to accept payment and extend the contract, or to refuse payment in which case the contract will lapse. Seller may also limit or terminate support service to, or may elect not to renew the membership of, any Plan member who uses the service in an irregular, excessive, abusive or fraudulent manner. While Seller makes effort to send renewal notices, it is the responsibility of the Plan member to request renewal with 30 days of the anniversary date of the original contract. If Seller chooses not to renew a Plan on the basis of excessive usage, such determination shall not be deemed to preclude customer support from Seller on a pay-as-you-go basis. The Plan membership is non-transferable.

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Return Policy: Because Support Plan membership is inaugurated with software upgrade materials, the Plan is non returnable.

C. Network and Hardware Service

Service and support for local area networks or hardware including computers and printers is specifically excluded from this Agreement.

D. Limitation of Liability and Damages

Seller's maximum liability, and the Plan member's sole remedy, for any claim arising under the Plan will be the refund of an amount not exceeding the Plan fee paid by the Plan member for the 12 month period during which the claim arose. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF PERFORMANCE OF THE SERVICES AND INFORMATION PROVIDED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. Without limiting the generality of the foregoing, Seller is not responsible for long-distance telephone charges incurred in connection with your use of the Plan.

E. Complete Agreement

This Agreement is the exclusive statement of the agreement between the parties with respect to its subject matter and as of its date supersedes all prior agreements, negotiations, representations and proposals, written or oral, relating to its subject matter. Its terms cannot be modified, supplemented or rescinded except by an agreement in writing signed by both parties. Neither party shall be bound by or liable to the other party for any representation, promise or inducement made by any agent or person in the other's employ, which is not embodied in this Agreement. In the event of any discrepancy or inconsistency between this Agreement and any other form used by either party in connection herewith, the terms of this Agreement shall govern.

F. Miscellaneous Provisions

1. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired thereby.

2. This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of Missouri.

3. It shall be the right of Buyer to receive, when available, all program updates during the term of this contract.