

Annual Support & Maintenance Agreement – Digital Signage Assistant Server & Player license

Z-Space Technologies, Inc.
26933 Westwood Road, Suite 100
Westlake, Ohio 44145

Ph. (440) 899-7370
Fax (440) 899-7897
<http://www.z-space.com>

A **Support Contract Number** was provided to you via email from your reseller, and begins with a Zq. Please provide this contract number when you request assistance from Z-Space Technologies, Inc. (ZTI).

Please register your contract at <http://www.z-space.com/SupportContract/>

This Service Support Plan Agreement (Agreement) entitles the registered user (you) to the level of support purchased as described below. The support under this Agreement is limited to responding to inquiries regarding the Digital Signage Assistant software as specified below. ZTI makes no claims, guaranties or warranties, express or implied, as to resolving matters dealing with the software or user's hardware, operating systems, network, security, other third-party software, or any other devices or software.

I. STANDARD TERMS AND CONDITIONS:

Expiration Date . Covered support hours expire **one year** from the date of delivery of the support contract number via email to your Reseller.

Available Support Hours: Monday through Friday, 8:30 a.m. to 5:00 p.m. Eastern Time.

Definition of 'Support Time' . Support Time, as defined for this agreement, includes time expended toward research, review of customer provided information and files, the process of troubleshooting, phone calls, reading and drafting emails, and formulating responses.

You will receive an email notification from your reseller 30 days prior to the expiration date of your contract. A new annual support contract can be purchased any time prior to the end of the current contract, or any time subsequent to the expiration of a contract.

II. COVERED SUPPORT/SERVICES PROVIDED

This contract covers, and ZTI will provide support for, only those purchased software components provided by ZTI.

- Functionality of the ZTI-provided application software and *related* components running on the Server/PC includes:
 - Digital Signage Assistant Manager software . the application that manages the playing of content according to the schedule developed with the Scheduler application
 - Digital Signage Assistant Presenter software . the application that runs on the media players that plays content as specified by the Manager software
 - Digital Signage Assistant Scheduler software . the PC application used to schedule the playing of content
- Communication Methods: Support is provided via phone, fax, FTP posting, e-mail to/from support@z-space.com, or remote log-in assistance (where your system security allows). We may also refer you to our Knowledge Base, User Guides, web site and other reference materials.

As part of the review/troubleshooting process, you may be asked to send us files, and/or information to allow us to properly and efficiently diagnose the reported issue(s) and determine a solution or provide a recommendation. Any files, data, or other information provided to ZTI will be kept in the strictest confidence.

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You will also receive notification about updates made to the software and have the option to update your system.

If your software has had custom changes made to it, an additional fee may be required to copy those changes to the update. Please consult your reseller and ZTI to determine if a fee is required prior to updating your system.

III. SERVICES NOT COVERED AND ASSOCIATED FEES

If a request is made that is outside the scope of this Agreement, ZTI will inform You of such and may possibly extend an estimate of cost to address the request. Such requests may be for hardware issues, operating system issues or other third-party software issues, or to modify the software. Estimates will be based on the rates at the time of the estimate.

Specifically, this agreement does NOT cover:

- Network issues;
- Firewall or security configuration issues;
- User account/access permissions to folders used by ZTI or Your system;
- Windows operating system issues;
- PC or media player related issues or other hardware with which the system interfaces;
- Other third-party software;
- Internet connection or other related issues;
- Programming time to *develop or modify* a program: program development must be purchased separately; please contact your reseller;
- Training;
- Installation or re-installation of software to the PC/Server, including updates;
- Any other issue not directly involving the proper operation of the provided software.

If a request is made which falls outside the scope of this Agreement, ZTI will inform you of such, and may possibly offer an estimate of time to address the request. Estimates will be based on the programming and support rates at the time of the estimate.

IV. LIMITATIONS OF LIABILITY AND WARRANTY

- A. All Warranties are provided by the respective manufacturers of your system hardware and related software. ZTI disclaims all warranties, either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular use.
- B. In no event will ZTI be liable to You or any other party for direct, indirect, general, specific, incidental, consequential, exemplary or other damages arising from the use or inability to use support from issues brought to ZTI under the terms of this Agreement, or any act, event or circumstance affecting You, including any cause of action based in contract, tort or strict liability, even if ZTI has been advised of the possibility of such damages. In no event shall ZTI's total liability exceed the amount You paid pursuant to this Agreement and the cost of the products and services purchased for which this agreement covers.
- C. Because it is impossible for ZTI to know the purposes or uses to which you will use the support answers, You assume full responsibility for their installation and use and the results of that use. ZTI does not warrant that Customer's use of the Covered Software will be uninterrupted or error free. ZTI's warranty and liability shall be limited as set forth in the Software License Agreement found in the User Guide.

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- D. The validity, construction and performance of this Agreement shall be governed and construed in accordance with the substantive laws of the United States and the state of Ohio, and any action shall be initiated and maintained in a forum of competent jurisdiction in the state of Ohio.
- E. This Agreement may not be modified except by a written instrument executed by the parties hereto.
- F. By registering your contract, you are indicating acceptance of these terms. Upon completion of the registration, your Contract will be available for immediate use.