

Annual Support Agreement Solution Pack Server & Device

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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 ZTI software as specified below. ZTI makes no claims, guaranties or warranties, express or implied, as to resolving matters dealing with the software or user 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 (NOTE: Not all software deliveries include all of these components.):
 - ITScriptNet client software
 - ITScriptNet-designed mobile data collection program
 - PC/Web application
 - ZTI-provided database and related reports
 - ITScriptNet communications utilities
- 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.

III. UPGRADES

Base Solution Pack

If you have continued with uninterrupted annual support since your original purchase, any upgrades to the base Solution Pack software will be offered at no additional charge as they become available. You can elect not to upgrade. Support for older versions of the software may be discontinued at some point making upgrading necessary. If you do not have an active annual support contract or have a gap in coverage and you wish to upgrade, a fee may be required to obtain the software upgrade.

Custom Modifications

If custom modifications were developed as an add-on to your base Solution Pack, annual support would have been offered to cover those hours. If you have continued with uninterrupted annual support since your original purchase of those modifications, the modifications would be added to the upgraded base Solution Pack at no additional charge. If you do not have an active annual support contract or have a gap in coverage and you wish to upgrade, a fee may be required to add your custom modifications to the base Solution Pack software upgrade.

IV. 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:

- Your network communications;
- Your firewall settings;
- User account/access permissions to folders used by ZTI or Your system;
- Windows operating system issues;
- PC or Mobile computer related issues or other hardware with which the system interfaces, including communication issues not related to our OMNI Server or other communication utilities;
- 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 or device, including updates;
- Any other issue not directly involving the proper operation of the software as specified in the user guide.

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

Annual Support Agreement (cont.)

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.
- 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.