

LandLogic End User Technical Support Agreement

Landlogic shall provide technical support of its software products from the time of purchase until which time as the customer discontinues use of the software, providing the customer's account is in good standing. By installing our software the customer indicates their agreement with the following terms and conditions:

Standard Telephone Technical Support

Customers may report problems via the telephone 8:00AM – 4:00PM (MST) Monday thru Friday excluding all federal holidays. Support personnel are available to assist in diagnosing problems that cannot be resolved by the customer. This support is available to the customer's technical support contact or their sole designee.

Web and Email Support

Additional support can be obtained through our web site at: "<http://www.landlogic.com>" or via email. The email address for support of our products is support@landlogic.com. E-mail requests are generally responded to within 24 hours and should only be used for level 3 issues as defined below.

Software Fixes

If you experience a problem, which is a result of a defect in an unmodified portion of our software please contact us via the support telephone number listed on our website. You may be asked to submit a written description of the problem and any related configuration information.

A defect is defined as a reproducible variation from the expected and normal behavior of the software. If it is determined that a program correction is necessary, you will either be sent an update that already contains the correction, or we will attempt to develop a fix and send it to you as soon as it has been implemented and tested. During the duration of this agreement, fixes will be sent free of charge, or available via FTP download.

Software Updates

You will be notified of the periodic updates via an email, which will detail what issues are addressed, as well as how to obtain the update via a FTP download.

New Program Versions/Enhancements

New program versions/enhancements are defined as major changes or improvements to the product(s). All new versions or enhancements of the product(s) released during the duration of the Technical Support agreement will be available to you at no additional charge. New program versions and enhancements may be subject to terms and conditions that differ from this support agreement.

Landlogic will only provide support for the most current release of its software products. Customers who do not keep the software products current will not receive any technical support under this agreement.

Problem Severity Definitions

The severity level of a software problem or malfunction is defined as follows:

<u>Level</u>	<u>Description</u>
Critical	Product malfunction or failure has a material and significant impact on customers operation.
Severe	Product malfunction or failure impacts customer operation, but a workaround is available
Tolerable	Product malfunction or failure does not significantly impact customer

Problem Escalation and Resolution Guidelines

Landlogic cannot guarantee defects will be fixed in any specific time duration due to the nature of software operating in remote environments under conditions it may not be able to duplicate. In the event a customer has a critical error that *cannot be reproduced*, the customer may request that our support personnel come on-site. Any such arrangements are subject to the on-site terms and conditions as defined below.

It is our goal to deliver our best effort to satisfactorily resolve each incident using the following guidelines.

<u>Severity</u>	<u>Resolution Target</u>	<u>Mandatory Customer Feedback</u>
Critical	Until Resolved	Daily
Severe	On or before next maintenance release	Weekly or better
Tolerable	Next or future maintenance release	As determined

On-site Support/Training

On-site support/training is not covered by the support agreement and will be billed at the standard current hourly rates published on our website plus any associated expenses. Under no event can the minimum number of hours charged for an on-site visit be less than four.

Customer Support Obligations

Customer must:

1. Maintain the Software on a standard platform in normal, unmodified operating conditions as determined by Landlogic's specified then-current revision level.
2. Provide our support personnel with the caller's name, company affiliation, telephone number, E-mail address, product serial number(s), description of the problem, and any additional information requested by Landlogic.
3. Install Software maintenance updates when provided by Landlogic.

Warranty

Support services will be performed in a workmanlike manner. Landlogic makes no guarantee as to the results of its performance. If Landlogic is unable to resolve a problem for which it is responsible after a reasonable number of attempts, Customer's sole remedy is to terminate the service as of the date of the problem report to Landlogic and obtain a refund on the pro-rated portion of the unused annual licensing fees.

Limitation of Warranty and Remedies

THE WARRANTIES STATED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES AND COUNTRIES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO CUSTOMER. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, WHICH VARY, BY STATE OR COUNTRY.

LANDLOGICS ENTIRE LIABILITY UNDER, FOR BREACH OF, OR ARISING OUT OF THIS AGREEMENT, IS LIMITED TO A REFUND OF THE PURCHASE PRICE OF THE PRODUCT OR SERVICE THAT GAVE RISE TO THE CLAIM PROVIDING SUCH CLAIMS ARISE WITHIN 6 MONTHS OF THE PURCHASE DATE. IN NO EVENT SHALL LANDLOGIC BE LIABLE FOR CUSTOMER'S COST OF PROCURING SUBSTITUTE GOODS. IN NO EVENT WILL LANDLOGIC BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR OTHER DAMAGES WHETHER OF NOT LANDLOGIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

Assignment

Customer may not assign this Agreement or any transactions associated with this Agreement without the written consent of Landlogic.