



Software Maintenance and Support Warranty

All Software Maintenance and Support is provided subject to the following Standard Terms and Conditions. These provisions set forth are obligations of GeoCue Group, Inc., ("GeoCue") whose address is 9668 Madison Blvd., Suite 202, Madison, AL 35758 regarding Software Maintenance and Support. For purposes of this Agreement, "You" or "Your" shall refer to the entity entitled to receive Maintenance and Support hereunder.

Maintenance and Support.

With regard to software You have licensed from GeoCue ("Software") and for which you have elected to receive maintenance and support, and provided payment in full of all applicable fees, GeoCue will provide software maintenance and support services ("Maintenance") during the term of your subscription as provided in this agreement. Assistance provided will be in the form of technical assistance only.

Support Services.

GeoCue will provide both online and telephone support. Online support requests must be made either through the support page of the GeoCue website (www.lp360.com), or via email to a designated support email address (support@lp360.com). Other online support requests may not receive a response, or may not receive a response in the manner described in this agreement.

Online support requests will be acknowledged within a minimum of 4 hours during business hours, or within the first 4 hours of the next business day.

Telephone support will be provided through the main GeoCue support phone number (256-461-8289). If support personnel are not immediately available, an acknowledging return telephone call can be expected within a minimum of 4 hours during business hours, or within the first 4 hours of the next business day. After an initial response, a full response to an issue will occur within 3 business days of the original request.

Coverage.

With your maintenance agreement, you receive:

- Email and telephone support
- Software upgrades and fixes
- Enhanced version of existing functionality will be covered under existing support and maintenance agreement at existing fee levels
- Access to the Licensor Company Support Web site

Hours of Operation.

Software support is available 7:00 a.m. to 6:00 p.m. (United States Central Time), Monday through Friday, excluding the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day immediately following Thanksgiving Day, and Christmas Day.



Response.

GeoCue responses will contain either a resolution of the error or a support plan describing the steps being taken by GeoCue, and any steps to be taken by You, to correct the error. If GeoCue requests further information about an error, any delay caused by the customer returning that information will not count towards the resolution time attributed to GeoCue. Information requested by GeoCue may include, by way of example and not limitation, sample data, configuration information, steps to repeat the problem, or examples of software output.

Support cases are placed in a queue based upon their submission and are prioritized in order of severity.

Response / Escalation Policies	
Error Classification	Action
Level One - Highest Priority <i>Software/system not operational</i>	Highest Priority cases receive attention first.
Level Two - Middle Priority <i>Software/system component impaired but not disabled</i>	Middle Priority cases receive attention after Highest Priority cases.
Level Three - Low Priority <i>Functional/documentation question, or minor impairment</i>	Low Priority cases receive attention after Highest Priority and Middle Priority cases.

Initial response to a case occurs within 4 hours, if during normal business hours, or within 24 hours, if outside of normal business hours. Cases received on Saturday and Sunday will be queued and addressed the next day of business. Cases received during close of business will be queued and addressed the next day of business. Cases submitted by telephone do not take priority over cases submitted by email.

Updates.

As part of this agreement, GeoCue will provide new versions, updates, or enhancements to current versions of the Software during the maintenance period. You are entitled to install new versions, upgrades, or enhancements as they become available, provided You re-assent to the then current End User License Agreement. There is no guarantee of a regular software update schedule, other than there will be at least one update release during any one year period of this maintenance agreement.



Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GEOCUE SHALL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, RELIANCE, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, DIRECT OR INDIRECT DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, OR BUSINESS, CONFIDENTIAL, OR OTHER INFORMATION, OR FOR BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY INCLUDING THAT OF GOOD FAITH OR OF REASONABLE CARE OR ANY OTHER LOSSES UNDER ANY LEGAL THEORY INCLUDING CONTRACT, TORT AND/OR STRICT PRODUCT LIABILITY), ARISING FROM, OR IN CONNECTION WITH, YOUR USE OR INABILITY TO USE THE SOFTWARE, OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE, OR CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF GEOCUE OR ANY SUPPLIER AND EVEN IF GEOCUE HAS BEEN FIRST ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES OR LOSSES. THE ENTIRE LIABILITY OF GEOCUE OR ITS LICENSORS SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID. EXCEPT FOR ANY REFUND ELECTED BY GEOCUE, YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, SOME STATES OR JURISDICTIONS DO NOT PROVIDE FOR EXCLUSIONS OR LIMITATIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. AS SUCH, IN THOSE JURISDICTIONS, THE FOREGOING LIMITATION MAY NOT APPLY.

Changes to Terms and Conditions.

GeoCue reserves the right to alter the terms and conditions of this agreement, providing customers with at least 30 days advanced notice of doing so. Any changes will not result in a materially reduced level of support from the terms and conditions herein. Any changes to the terms and conditions will become effective on the customers next annual maintenance period.

Governing Law.

The Agreement is governed by the laws of the State of Alabama without giving effect to any choice of law rules that may require the application of laws of another jurisdiction. Licensee agrees that venue for any dispute arising hereunder shall be proper in the applicable state or federal court sitting in the State of Alabama and hereby consents to the personal jurisdiction of such courts.

Assignments and Transfers.

Neither this Agreement nor Your right to Maintenance and Support may be assigned, sublicensed, loaned, leased, remarketed, distributed, or otherwise transferred, voluntarily or otherwise, without the prior written approval of GeoCue. Any unauthorized transfer in violation of this provision shall be void.