

Service Support Plan Agreement

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

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

Contract Number (ZTI to provide): _____

User: _____

Reseller: _____

This Service Support Plan Agreement ("Agreement") entitles the registered user ("You") to the stated number of hours of software support from Z-Space Technologies, Inc. ("ZTI") during the specified timeframe. The support under this Agreement is limited to answering inquiries regarding ZTI's 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, other third-party software or any other devices or software.

I. STANDARD TERMS AND CONDITIONS:

Number of Hours: _____ (2 hours minimum)

Total Cost: \$_____

Expiration Date: _____
(12 months from date of this Agreement)

Supported Software (circle all that apply): Batch Batch Plus OMNI

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

Time that is covered under this Agreement includes time on the phone addressing issues, time reviewing emails and addressing issues, time responding to issues via email, time researching issues and formulating responses to inquiries related to the operation of our software which may include help with terminal hardware, communications and your operating system.

You may be asked to send us certain files (.itb and related validation and database files) in order for us to diagnose the problem and arrive at a solution. These files will be kept confidential.

You may extend this agreement prior to the expiration date by acquiring additional hours at the then current rate.

II. 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 time to address the request. Such requests may be for hardware issues, operating system or other third-party software issues, or if You request that ZTI design data collection programs for You. Estimates will be based on the rates at the time of the estimate. Materials, out-of-pocket costs and travel costs, if any, will be listed as separate line items.

III. PAYMENT TERMS

Please consult your reseller for payment terms.

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.
- 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.
- D. The validity, construction and performance of this Agreement shall be governed by the laws of the State of Ohio.
- E. This Agreement may not be modified except by a written instrument executed by the parties hereto.

V. ARBITRATION

Both parties agree to settle any unresolved differences through binding arbitration.

By signing below you are indicating acceptance of these terms.

Company: _____

By: _____

Print Name: _____

Date: _____

Please sign and **fax both pages to Customer Service at 440-899-7897**. ZTI will register you and your Agreement will be available for immediate use. Please indicate below the contact person and email address of whom you wish to receive notices about issues applied and time remaining against this Agreement.

Contact: _____ Phone: _____

Email: _____ Fax: _____