

# SOFTWARE MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

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Logystech will provide the Support Services listed below for the Nautilus software (hereby called “the Software”):

## 1. SUPPORT

Logystech will establish and maintain a process to provide support for the Software to Customer. Support shall include:

- diagnosis of problems of the Software and
- a resolution of the problem or performance deficiencies of the Software.

The support system is Internet based, generally available seven (7) days a week, during standard Italian working time (9:00 - 18:00), does not include telephone support, and is provided through one or any of the following tools / systems:

- standard email communications: the Customer can send an issue report and or any other enquiry by email to the address: [support@logystech.com](mailto:support@logystech.com);
- website issue ticketing system: as soon as the system is available, the Customer will be given an username and password that allow him to access and compile a web form on the Logystech website and submit the request/report directly to the support staff;
- website faq and guideline documents: as soon as it is available, the Customer will be given an username and password that allow him to access, download and/or print any extra support/help documents and information available on the Logystech website
- if any of the above procedures doesn't allow to reach a solution, Logystech can give further assistance and consultancy through a remote access to the client computer

Logystech will use its best efforts to cure, as described below, reported and reproducible errors in the Software.

Logystech utilizes the following two severity levels to categorize reported problems and to give the best response time (*response times stated below are calculated on a business day basis*).

*Business day is defined as 9:00 AM through 6:00 PM Central European Time, excluding holidays and weekends*):

- **Severity 1 - significant business impact**  
Important features of the Software are not working properly and there are no acceptable, alternative solutions. While other areas of the Software are not impacted, the reported deficiency has created a significant, negative impact on the Customer's productivity or service level. Logystech will commence work on resolving the deficiency within one (1) day of notification and will engage staff during business hours until an acceptable resolution is achieved.
- **Severity 2 - minimal business impact**  
Customer submits a Software information request, software deficiency or documentation clarification which has minimal or no operational impact. The implementation or use of the Software by the Customer is continuing and there is no real negative impact on productivity. Logystech will provide an initial response regarding the request within three (3) days.

## 2. MAINTENANCE

During the term of this agreement, Logystech will provide the Customer with copyrighted patches, updates and releases of the Software along with other generally available technical material.

All patches, updates and release shall be subject to the license agreement related to the Software.

Any possible customized development will be treated separately and is not included under this agreement.

## 3. WARRANTY

Logystech will undertake all reasonable efforts to provide technical assistance under this agreement and to rectify or provide solutions to problems where the Software does not function as described in the Software documentation, but Logystech does not guarantee that the problems will be solved or that any item will be error-free.

This agreement is only applicable to Logystech Software running under the certified environments specified in the release notes for that product. Logystech will provide the Customer with substantially the same level of service throughout the term of this agreement. Logystech may from time to time, however, discontinue Software products or versions and stop supporting Software products or versions one year after discontinuance, or otherwise discontinue any support service. THE FOLLOWING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS OR PROMISES TO CUSTOMER OR ANY THIRD PARTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING BY STATUE, LAW, COURSE OF DEALING, CUSTOM AND PRACTICE OR TRADE USAGE. EXCEPT AS PROVIDED ABOVE, THE SERVICES AND MAINTENANCE ARE PROVIDED "AS IS". Logystech is not liable for incidental, special or consequential damages for any reason (including loss of data or other business or property damage), even if foreseeable or if Customer has advised of such a claim. Logystech's liability shall not exceed the fees that Customer has paid under this agreement.

#### 4. TERM

This agreement is not intended as a consulting agreement for customer services. This agreement shall start on the Effective Date stated below. This agreement shall run until the end of the Effective Date year and does NOT automatically renew for consecutive year periods, unless required by the Customer. Payment shall be due at the current rates published on the website pricelist not later than ten (10) days from when the Support and Maintenance expiration date is extended, by means of forwarding from Logystech of the proper extension codes for the hardware license, or with any other equivalent way. This agreement may be terminated for non-payment or material breach. Fees paid or due are non-refundable unless Logystech has materially breached this agreement and has failed to cure the breach after 30 days written notice.

#### 5. GENERAL

The Customer acknowledges that it has read this Agreement, it understand the agreement and accepts its terms. This Agreement is considered as accepted upon weather receiving a signed copy from the Client or after payment has been settled. Times by which Logystech will perform under this agreement shall be postponed automatically to the extent that we are prevented from meeting them by causes beyond reasonable control. The Customer acknowledges that all the rights, duties or obligations under this Agreement are not transferred to any person or entity if part or all of Licensee's assets are sold to a this third party.

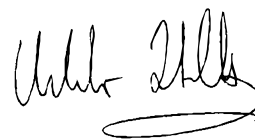
The Effective Date of this agreement is: 01/01/2011

CUSTOMER

Company:	_____
Address:	_____ _____
Date:	_____
Signature:	_____

LOGYTECH

Ubaldo Zambelli



TO BE RETURNED BY FAX TO +39.02.36215646 OR BY EMAIL TO [support@logystech.com](mailto:support@logystech.com)