# LogMatrix Software License Agreement

This Software License and Services Agreement ("Agreement") is between OpenService, Inc., a Delaware corporation doing business as LogMatrix and having its principal place of business at 230 N Serenta Dr #711, Ponce Vedra Beach, Florida 32082 ("OpenService" and "LogMatrix"), and Your Company and its Affiliates ("You") (as later defined; collectively, "Customer").

This Agreement establishes the terms under which LogMatrix will license certain of its software products and provide support and other software-related services to Customer. This Agreement consists of these Standard Terms and Conditions and the LogMatrix Annual Support Policy which will be provided under separate cover.

LogMatrix, Inc. - Standard Terms and Conditions

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

1.    DEFINITIONS

1.1.   "Software" shall refer to any LogMatrix software application or suite of applications including without limitation Modules, that may be delivered to Customer either with the initial delivery of the software or any time thereafter or any subsequent Order Form, Updates and Subscription Software (only available to the extent Customer has subscribed and paid for this option), and any embedded programs of LogMatrix's licensors, all in object code format only, including all copies in whole or part, backups and related documentation.

1.2.   "Module(s)" shall refer to the modules described on any Order Form.

1.3.   "Update(s)" shall refer to any and all patches, bug fixes, workarounds, upgrades and updates specific to a Software application that are customarily provided at no additional cost to LogMatrix customers who have contracted for Annual Support Services with respect to that Software. The term "Update" does not include new modules added to a Software suite where such modules offer discrete new functionalities in addition to or together with the licensed Software applications, or any release, option, future product, or software that LogMatrix licenses separately or offers only for an additional fee.

1.4.   "Services" shall refer to any services relating to the Software and provided by LogMatrix, including, without limitation, Annual Support Services and Professional Services.

1.5.   "Annual Support Services" shall refer to the services provided under LogMatrix's then current standard or premium Support Services policy, as elected by Customer. A copy of LogMatrix's current Support Services policy will be shipped under separate cover upon shipment of software.

1.6.   "Professional Service(s)" shall refer to the installation, training and/or other professional services elected by Customer.

1.7.   "Subscription Software" shall refer to software that is made generally available only to customers of LogMatrix that have subscribed to and paid for this option.

1.8.   "Custom Development(s)" shall refer to any and all materials provided to Customer by LogMatrix in the course of performing Professional Services.

1.9.  "Order Form" shall refer to the LogMatrix document by which Customer orders Software and Services.

1.10. "Node(s)" shall refer to workstation or server Agent. You may install and use only the Software for which you have received a valid license key code (serial number) from LogMatrix or its distributors, to manage up to the number of Nodes specified in your purchase documentation. Your license key code (serial number) may only be installed in a single system at any one time. You may use the Software and related documentation on only as many servers as you have purchased licenses.

1.11. "Affiliate" shall refer to any legal entity (such as a corporation, partnership, or limited liability company) that is controlled by Customer. For purposes of this definition, "control" means (i) beneficial ownership of at least fifty percent (50%) of the voting securities of a corporation or other business organization with voting securities or (ii) a fifty percent (50%) or greater interest in the net assets or profits of a partnership or other business organization without voting securities.

1.12. "Specifications" shall refer to LogMatrix's specifications for particular Software applications in effect on the date of the applicable Order Form.

2.    GRANT OF LICENSE

2.1.  License Grant. Subject to the terms of this Agreement, LogMatrix grants to Customer a nonexclusive, nontransferable license under LogMatrix's intellectual property rights: (i) to use the Software and Custom Developments, if any, for Customer's internal business purposes in connection with the number of Modules and number of Devices for which license fees have been paid and at the locations specified on the Order Form; (ii) to have system integrators implement the Software for the Customer; and (iii) to make one copy of the Software and Custom Developments including related documentation for archival purposes. LogMatrix agrees to provide cold and hot back-up copies of Software as listed on its then current price list. Customer acknowledges that that certain Software applications may include "copy lock" protection and/or require an "enabling key," which shall be provided to Customer by LogMatrix or its licensors for purchased licenses. This is a license agreement and not an agreement for sale. All rights not specifically granted will be reserved to LogMatrix and its licensors.

2.2.  Compliance. On request, Customer will provide LogMatrix with a written statement, certified by an authorized representative of Customer, listing the number and type of Devices in use and under management in connection with the Software and any changes to the location of the Software. During the term of this Agreement and for three (3) years thereafter, LogMatrix will have the right, no more than once annually, to conduct and/or direct an independent accounting firm to conduct, during normal business hours and on reasonable notice, an audit of the appropriate records of Customer to verify this information. If the information supplied by Customer to LogMatrix proves to be inaccurate by more than five percent (5%) to LogMatrix's detriment, then the Customer will pay all costs of the audit as well as applicable license and support fees on a retroactive basis.

3.    LICENSE RESTRICTIONS

3.1.  Restrictions. Customer will not modify, translate, reverse engineer, decompile, disassemble or otherwise attempt to derive source code, or create derivative works based on the Software or Custom Developments, provided that, if required under applicable law, upon Customer's request, LogMatrix will provide

information necessary for Customer to achieve interoperability between the Software or Custom Developments and other software for a nominal administrative charge. Customer may only use the embedded programs of LogMatrix's licensors with and as a part of the Software and/or Custom Developments and is prohibited from using such embedded programs for application development purposes or otherwise outside the scope defined in Section 2.1 of this Agreement.

3.2.   Third Parties. Customer will not: (i) host the Software and/or Custom Developments for access by any third party; (ii) rent, lease, sublicense, or otherwise distribute the Software and/or Custom Developments to any third party; (iii) offer the Software and/or Custom Developments in connection with timesharing, facility management, or service bureau usage; or (iv) use the Software and/or Custom Developments to develop or modify applications or perform other programming tasks on behalf of Customer or any third party.

3.3.   Proprietary Markings. Customer agrees to respect and not to alter, remove or conceal any patent, copyright, trademark, government restricted rights, trade name or other proprietary marking that may appear in connection with the Software or Custom Developments.

4.   DELIVERY AND LICENSE KEYS

4.1.   Delivery; Updates. Promptly after the Effective Date, LogMatrix will deliver to Customer one copy of the Software and related documentation electronically. LogMatrix will also make available to Customer one copy of any Updates, if and when available, electronically, pursuant to Annual Support Services.

4.2.   License Keys. Customer acknowledges that the Software needs to be activated by identification codes. Customer will receive its license key through LogMatrix's website or FTP site using the unique license number provided to Customer in the Order Form.

5.   PAYMENT

5.1.   License Fee. In consideration of the licenses granted and Services provided under this Agreement, Customer agrees to pay LogMatrix the license and Services fees specified in each Order Form according to the payment terms therein. Concurrently with the execution of this Agreement, Customer will place a binding initial order for Software using the Order Form.

5.2.   Taxes. Customer will pay all taxes (except taxes based on LogMatrix's net income) and customs duties, however designated, on amounts payable to LogMatrix.

5.3.   Payment. Customer will pay LogMatrix for all Software and Services in U.S. Dollars within thirty (30) days of invoice.

6.   WARRANTY AND DISCLAIMER

6.1.   Warranty. LogMatrix has no control over the conditions under which You use the Software and does not and cannot warrant the results obtained by such use. LogMatrix warrants for thirty (30) days following delivery that:
(i) the Software will operate substantially in accordance with the Specifications, provided that the Customer uses the Software in accordance with the Specifications (including without limitation recommendations for best practices in regard to Software configuration) and documentation and does not modify the Software; and
(ii) the media on which the Software is delivered will be free from defects in workmanship.

6.2.    Sole Remedies. In the event the Software fails to perform as warranted in Section 6.1(i) and Customer advises LogMatrix in writing of a reproducible error within the warranty period, LogMatrix will use commercially reasonable efforts to correct any defect in the Software. In the event that LogMatrix is unable to correct a defect within a reasonable time, Customer may return the Software and obtain a refund of any prepaid license fees. In the event the Software fails to perform as warranted in Section 6.1(ii), LogMatrix will replace the defective disk or other media. This Section 6.2 sets forth Customer's sole remedy, and LogMatrix's sole obligation, relating to performance of the Software and for breach of the warranties in Section 6.1.

6.3.    Disclaimer. Except for the warranties in section 6.1, to the maximum extent permitted by applicable law, the software, custom developments and the services are provided by LogMatrix and its licensors without express or implied warranty of any kind, including without limitation, any warranty of merchantability, noninfringement or fitness for a particular purpose. LogMatrix specifically does not warrant that the software and/or custom developments will meet all of customer's requirements; that the operation of the software and/or custom developments will be error-free or uninterrupted; or that all errors or defects in the software will be corrected. Some jurisdictions do not allow the exclusion of implied warranties so the above exclusions may not apply to customer. This warranty gives customer specific legal rights. Customer may also have other rights that vary from jurisdiction to jurisdiction.

6.4.    Ultra-Hazardous Activities. The software and/or custom developments are not designed, manufactured or intended for use in any environment in which the failure of software could lead to death, personal injury, or severe physical or environmental damage, including without limitation, in the design or operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, weapons systems or in the on-line control of equipment in any hazardous environment requiring fail-safe performance ("ultra-hazardous activities"). LogMatrix and its licensors specifically disclaim any express or implied warranty of fitness for ultra-hazardous activities. Customer represents and warrants that customer will not use, or allow others to use, any software or custom development for such purposes.

6.5.    Third Party Software and Materials. Under no circumstances will LogMatrix, its affiliates or their respective officers, directors or employees be liable for any damages arising from Customer's use of any embedded programs, other software or materials developed or manufactured by LogMatrix licensors or other third parties, whether or not such programs, software or other materials were provided by LogMatrix hereunder. LogMatrix's only obligation to Customer will be to assign to Customer the indemnity, if any, that LogMatrix received from the third party licensor, if such indemnity is assignable. Customer is responsible for compliance with third party software license agreements.

7.    LOGMATRIX INDEMNIFICATION.

7.1.    Indemnification. LogMatrix will indemnify and defend Customer from any damages awarded against Customer by a court or other tribunal from which no appeal can be or is taken, or from final settlement to which LogMatrix has consented, arising out of any claim, action or suit ("Claim") that the Software infringes in the United States a patent, copyright or trade secret of any third party, provided that: (a) Customer notifies LogMatrix promptly in writing if any such Claim is threatened or brought; (b) LogMatrix has the right to assume the sole defense of such Claim with counsel selected by LogMatrix; (c) Customer cooperates in the defense or settlement of such Claim as reasonably requested by LogMatrix,

at LogMatrix's expense; and (d) LogMatrix has the option at its own expense and in its sole discretion, at any time with respect to any Claim threatened or brought, or any such determination of infringement, to: (i) procure for Customer the right to continue licensing such Software; (ii) replace or modify such Software so that it is non-infringing; or (iii) terminate this Agreement as to such Software, and upon return of the Software by Customer, refund pro rata any prepaid fees for such Software, based on three-year straight-line depreciation. LogMatrix will have no liability for costs incurred or settlements made without its consent. LogMatrix will have no liability for any Claim based on modification of the Software other than by LogMatrix, the use of a superseded release of Software if the infringement would have been avoided by the use of a current release made available to Customer, or use of the Software other than ordinary use in accordance with the Specifications, documentation and this Agreement. This Section states LogMatrix's entire obligation, and Customer's sole remedy, with respect to any Claim, brought or threatened, or any such determination of infringement.

8.    LIMITATION OF LIABILITY

8.1.    Limitation of Liability. To the maximum extent permitted by applicable law, the maximum cumulative liability of Customer and LogMatrix and its licensors for damages, to the other party hereunder, regardless of the form of legal action, whether in contract or in tort, including without limitation negligence, will in no event exceed the amount of fees paid by Customer under this Agreement, and if such liability relates to particular Modules or Services, the maximum liability will be limited to the payments received by LogMatrix for the particular Software application or Services that gave rise to the liability, except that no limitation on damages will apply to losses due to Customer's breach of the license or license restrictions, Section 12.9 (Export Control) or its warranty in Section 6.4 (Ultra-Hazardous Activities), or for either party's breach of Section 11 (Confidential Information).

8.2.    No Consequential Damages. To the maximum extent permitted by applicable law, in no event will either party or LogMatrix's licensors be liable under this agreement for special, incidental, indirect or consequential damages, including, but not limited to, loss of profits, loss of revenue, loss of use or loss of data, even if advised of the possibility thereof, or, if reasonably foreseeable, incurred by the other party or claimed against the other party by any third party, except that no such limitation on damages will apply in the event of a breach by customer of the license or license restrictions, section 12.9 (export control) or its warranty in section 6.4 (ultra hazardous activities), or for either party's breach of section 11 (confidential information).

8.3.    LogMatrix is not responsible and assumes no liability for system errors or failures, or faulty transmissions or other telecommunications malfunctions resulting from any hardware or software failures of any kind, lost or unavailable network connections, or failed or incomplete computer transmissions, or for any problems or technical malfunction(s) of any network lines, computer on-line systems, servers or providers, computer equipment, or on account of technical problems or traffic congestion, or any combination thereof.

9.    SERVICES

9.1.    Services. In connection with the implementation, support and use of the Software by Customer, LogMatrix will provide Services to Customer as applicable at the rates specified in each Order Form under the terms of this Agreement.

9.2.    Ownership of Intellectual Property. If Customer suggests any new features,

functionality or performance for the Software that LogMatrix subsequently incorporates into the Software, such suggestions will be free from any confidentiality restrictions that might otherwise be imposed upon LogMatrix pursuant to Section 11 (Confidential Information). LogMatrix will own and Customer hereby agrees to assign and assigns to LogMatrix all right, title, and interest in the copyright, patent, trade secret and all other intellectual property rights that may be conceived, reduced to practice, created or developed by LogMatrix or Customer in the performance of Services under this Agreement, including without limitation Custom Developments and such Customer suggestions.

9.3.   Future Activities. Customer acknowledges that LogMatrix and its employees, consultants or subcontractors may from time to time perform services for others or incorporate functionality in its Software that are similar or identical to Services performed for or a Custom Development created for Customer under this Agreement. So long as no Confidential Information of Customer is disclosed, LogMatrix will not be restricted in any way from developing or providing to others software, forms, materials, methodologies, modifications or services which are similar or identical to Services performed for, or Custom Developments created for, Customer, or be restricted in its use of personnel providing Services hereunder.

9.4.   Payment for Services. LogMatrix reserves the right to discontinue the provision of any and all Services if payment is not received in accordance with the terms of this Agreement or any Order Form.

9.5.   Reimbursement. Customer will pay or reimburse to LogMatrix all reasonable travel, accommodation and other out-of-pocket expenses incurred by LogMatrix, its employees, consultants or subcontractors in connection with LogMatrix's provision of Professional Services under this Agreement.

9.6.   Compensation on Termination of Services. In the event of any termination of Services prior to completion, payment will immediately be due for performance rendered up to the effective date of such termination and for non-cancelable commitments, including expenses.

10.    TERM; TERMINATION

10.1. Term. This Agreement will be effective from the Effective Date and will continue perpetually with respect to the Software licenses unless terminated in accordance with the provisions of this Section 10.

10.2. Termination. Upon any material breach of this Agreement by either party, the other party will have the right to terminate this Agreement and the licenses granted hereunder effective on thirty (30) days' notice; such termination will become automatically effective unless the breaching party has cured any material breach prior to the expiration of the thirty-day period. LogMatrix will also have the right, effective on notice, to immediately terminate this Agreement and the licenses granted hereunder if Customer: (i) files a petition in bankruptcy or insolvency, or for reorganization or the appointment of a receiver or trustee, (ii) is served with an involuntary petition against it in any insolvency proceeding that is not be dismissed within sixty (60) days after filing, (iii) makes an assignment for the benefit of creditors, or (iv) breaches Sections 2 (License Grant) or 3 (License Restrictions) of this Agreement.

10.3. Consequences. In the event of termination of this Agreement for any reason, Customer will promptly (i) discontinue all use of the Software and Custom Developments; (ii) erase or destroy any Software and Custom Developments contained in the computer memory or data storage apparatus; (iii) return to LogMatrix or

destroy all copies of the Software, Custom Developments and LogMatrix Confidential Information; and (iv) certify in writing to LogMatrix, within thirty (30) days of termination of this Agreement that Customer has complied with the foregoing.

10.4. Survival. Termination of this Agreement will not limit either party from pursuing other remedies available to it, including injunctive relief, nor will termination relieve Customer of its obligation to pay all fees that have accrued

or are otherwise owed by Customer under any Order Form. Prepaid fees are nonrefundable unless otherwise expressly provided in this Agreement. Sections 1, 2.2 (survives for three (3) years), 6.2, 6.3, 6.4, 6.5, 8, 9.2, 9.3, 10.3, 10.4, 11 and 12 hereof will survive expiration or any termination of this Agreement.

11.   CONFIDENTIAL INFORMATION

11.1. Confidential Information. Each party may have access to confidential information of the other party, including without limitation, Software, Custom Developments and training materials (if any), and all other information that is identified in writing as confidential at the time of disclosure ("Confidential Information"). Each party agrees that it will use Confidential Information only in the performance of this Agreement and for no other purpose, will not disclose such Confidential Information to any third party (except as required by law or to that party's attorneys, accountants or other fiduciary advisors as reasonably necessary), and will take reasonable precautions to protect the confidentiality of such Confidential Information. Such reasonable precautions will include, but not be limited to, disclosing Confidential Information only to those employees who have a need to have access solely for the performance of this Agreement and taking measures by instruction and agreement prior to disclosure to such employees to protect against unauthorized use or disclosure.

11.2. Exclusions. Confidential Information will not include information that: (i) is rightfully received by the receiving party from a third party without an obligation of confidentiality; or (ii) was publicly known at the time of disclosure to receiving party or becomes publicly known through no act or omission of the receiving party. If any Confidential Information is required to be disclosed by a judicial or governmental order, the receiving party will promptly notify the disclosing party and take reasonable steps to assist in contesting such order or in protecting the disclosing party's rights prior to disclosure.

12.   GENERAL

12.1. Provision of Notice. Any notice given hereunder will be in writing and delivered by courier service or mailed by pre-paid registered mail, return receipt requested, addressed to the other party at the address on the Signature Cover Page. Any notice so delivered will be deemed to have been received by the addressee at the time and date when actually delivered or in any event within ten (10) days after sending in the manner provided. A party's notice address may be changed at any time effective on notice.

12.2. Assignment. Customer may not assign this Agreement or any rights or obligations arising under this Agreement without the prior written consent of LogMatrix, such consent not to be unreasonably withheld; provided, however, that such consent shall not be required if Customer assigns to an Affiliate, unless the Affiliate is a direct competitor of LogMatrix. LogMatrix may assign this Agreement and any rights or obligations hereunder. This Agreement will be binding on the successors and permitted assigns of the parties.

12.3. Waiver. The failure of either party to enforce in any one or more instances any of the terms of this Agreement will not be construed as a waiver of future performance of any such term. Waiver of any term will only be deemed to have been made if expressed in writing by the party granting the waiver.

12.4. Severability. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be reformed, construed and enforced to the maximum extent

permissible, and the remaining provisions will remain in full force and effect.

12.5. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles. Subject to Section 12.6 (Arbitration), each party hereby irrevocably submits to the exclusive venue and jurisdiction of any federal or state court sitting in Jacksonville, Florida in any action, suit or proceeding brought against it by the other party under this Agreement. The UN Convention on Contracts for the International Sale of Goods does not apply. In addition, the parties agree that none of the provisions in this Agreement will be governed by the Uniform Computer Information Transactions Act ("UCITA") as enacted by the State of Florida or any other jurisdiction.

12.6. Arbitration. The parties agree to submit any dispute arising under this Agreement (excluding disputes arising out of or relating to intellectual property) to binding arbitration in Jacksonville, Florida, under the then current Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with said Rules. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, at any either party may apply for injunctive or other temporary relief without breach of this arbitration provision.

12.7. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and supersedes all prior discussions, representations, understandings or agreements, whether oral or in writing, between the parties with respect to the subject matter of this Agreement. The terms of this Agreement will have no force or effect with respect to any claim based on the use of the Software outside the scope of the licenses and rights expressly granted herein. The preprinted provisions of Customer's purchase order will not apply, and the provisions set forth herein will prevail. In the event of any conflict between the terms of these Standard Terms and Conditions and the terms set forth on any Order Form or any other Schedule, the terms of these Standard Terms and Conditions will prevail, unless expressly provided otherwise. Any amendment to this Agreement must be in writing and signed by an authorized representative of each party.

12.8. U.S. Government Restricted Rights. In the event that Customer is an agency of the United States Government, or that the license granted hereunder is pursuant to a contract with either a defense or civilian agency of the United States Government, Customer agrees that the Software is provided with restricted rights. Use, duplication or disclosure by the Government is subject to the restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights clause at 48 CFR 52.227-19, as applicable, or in successor provisions, as well as the limitations set forth herein. Manufacturer is OpenService, Inc., 230 N Serenta Dr #711, Ponce Vedra Beach, Florida 32082.

12.9. Export Control. Customer acknowledges that it is subject to United States laws and regulations controlling the export of technical data, computer software and other commodities and agrees not to export or allow the export or re-export of such data, software or other commodities in violation of such laws and regulations.

12.10.        Independent Contractors. The parties to this Agreement are and will remain independent contractors. Nothing herein will be construed to create a partnership or joint venture between them, and neither will have the power or authority to bind or obligate the other in any manner not expressly set forth herein.

12.11.      Headings. The headings used in this Agreement are for ease of reference

only and will not be used to interpret any aspect of this Agreement.

12.12.      References. All references in this Agreement to the "sale" or "purchase" of Software or Custom Developments means the granting or obtaining of certain license rights to use such software.

12.13.      Force Majeure. Neither party shall be in default of its obligations (other than the payment of money) to the extent its performance is delayed or prevented by causes beyond its reasonable control, including without limitation, acts of God, earthquake, flood, embargo, riots, sabotage, utility or transmission disruption, failure or delay of suppliers, fire or labor disturbances.

12.14.      Press Releases; Use of Name.  LogMatrix may issue one or more press releases relating to the business relationship created by this Agreement and may use Customer's name in its general customer list in print and website materials.

Schedule B

LogMatrix Annual Support Services Policy - Standard

Provided that Customer has paid the applicable Annual Support Services fees as described on the applicable Order Form, LogMatrix will provide support for (a) the then current version of the Software enumerated in Order Forms, and (b) the immediately preceding version of such Software, but only for a period of six (6) months following the release of the then current version that is made generally available, provided that the Software is operated on a "Supported Platform." As of the Effective Date, Supported platforms are Linux, Solaris, and Windows. Such Software is referred to in this policy as the "Supported Software."

This document describes LogMatrix's Support Services policy, including Customer Support hours, information regarding Updates, how to open a support case, and how such cases are prioritized and escalated if necessary.

1.    LogMatrix Customer Support Center

The LogMatrix Customer Support Center provides Customer with fast access to skilled specialists, who provide assistance answering post-installation technical questions and manage issues relating to Software use. There is no limitation on the number of calls or on the number of incidents reported.
Customer Support Center Access:

Location:    230 N Serenta Dr #711, Ponce Vedra Beach, Florida 32082
Products:    All OpenService / LogMatrix Software
Telephone:   508-597-5300 or 800-892-3646 Option 1
Email:       techsupport@logmatrix.com
Normal Business Hours:  8 AM to 8 PM Eastern Standard Time (EST) or Eastern Daylight Time (EDT) Monday through Friday, excluding LogMatrix observed holidays
After-Hours Contact:    Severity P0 & P1 Issues (defined below)
*      Access to support through telephone
*      LogMatrix Certified Engineer

Support: Support will include diagnosis and resolution of problems or performance deficiencies of the Supported Software according to the terms set forth in this Schedule B.

Remote Access: Customer will provide LogMatrix with the necessary remote access to Customer's Supported Platform so that LogMatrix may, at its option, provide

remote diagnostic capability. LogMatrix does not assure performance of these Annual Support Services if such remote access is not provided by Customer when requested by LogMatrix.

Customer Efforts: Support will be provided to Customer only if, after reasonable commercial efforts, Customer is unable to diagnose and/or resolve problems or performance deficiencies of the Supported Software. Support will be provided to up to two designated LogMatrix-trained representatives of Customer.

2.    Updates

Subject to the terms of this Agreement, LogMatrix will, from time to time, in its sole discretion and without obligation, make Updates to Supported Software available to Customer at no additional charge. If Customer transfers the Supported Software to a hardware and/or software platform that is not supported by LogMatrix at the time of such transfer, LogMatrix will continue to provide to Customer Updates that operate on a Supported Platform and LogMatrix will have no further obligation to fix errors that occur when the Software is run on any platform other than the Supported Platform.

3.    Initiating an Incident

LogMatrix Customer Support follows a Call-back Support Model. However, at times when contacting LogMatrix Customer Support, Customer may speak immediately with a Level-1 Customer Support Engineer. For incidents having a large number of calls, Customer may be asked to log in support issues via e-mail and to expect a return call.

Before logging an incident, to help our Customer Support Engineers resolve the situation as quickly and efficiently as possible, Customer should have the following information available:

*     Customer contact name and company
*     Customer's contact phone number and email address if Customer has one
*     The name and version number of the Software product Customer is using
*     The type of hardware Customer is using
*     The version and level of operating system(s) Customer is using
*     The problem description including step by step instructions required to reproduce the problem
*     The full text of any associated error messages displayed
*     It is always beneficial if there is a telephone near the system on which Customer can reproduce the problem.
*     At times Customer may be asked for the product serial number and/or hostname.

4.    Determining the Incident Severity and LogMatrix Response

LogMatrix will use reasonable commercial efforts to respond, as described below, to reported and verifiable errors in Supported Software so that such Software operates substantially in accordance with the applicable Specifications. Customer will be asked for an assessment of the severity of the problem at the time of the support call to assist LogMatrix in assigning a Severity code. LogMatrix recognizes five severity levels to classify support calls:

Severity P0: Critical Problem

Customer's use of the Supported Software is stopped or so severely impacted that the Customer cannot reasonably continue using the Supported Software, and there is no available workaround. LogMatrix Senior Support Engineer will contact

Customer within one hour of notification during Customer Support's normal business hours and will engage development staff until an acceptable workaround is achieved, so that such Software operates substantially in accordance with the applicable Specifications.

Severity P1: High Problem

Major Supported Program features are unavailable with no acceptable workaround. Customer's use of the Supported Software is continuing but not stopped; however, there is a serious impact on the Customer's productivity and/or service levels. An LogMatrix Senior Support Engineer will contact Customer within four (4) hours of notification during Customer Support's normal business hours and will engage development staff until an acceptable workaround is achieved, so that such Software operates substantially in accordance with the applicable Specifications.

Severity P2: Medium Problem

Major Supported Software features are unavailable but a workaround is available, or optional or minor Supported Software features are unavailable with no reasonable workaround. Supported Software has minor loss of operational functionality. LogMatrix will provide initial response regarding the requested information or documentation clarification within eight (8) hours of notification during Customers Support's normal business hours and will consider a workaround, if appropriate, and Supported Software enhancements for inclusion in a subsequent Update.

Severity P3: Minimal Impact and/or Questions

Customer requests configuration or product capability information or documentation clarification regarding the Supported Software, but there is no impact on the operation of the Supported Software. Customer's use of the Supported Software is continuing and there is no work being impeded at the time. LogMatrix will provide initial response regarding the requested information or documentation clarification within five (5) days of notification during Customer Support's normal business hours.

Informational: Feature Request or Enhancement

As LogMatrix is committed to producing high quality software, and is always looking at ways to improve it. Subject to Section 9.2 of the Agreement, LogMatrix encourages Customers to suggest ways in which LogMatrix can improve its products. The format for suggestions is submission of an Enhancement Request through TeamShare. A Customer Support Center representative will notify Customer upon receiving a request, and will subsequently notify Product Management.

Escalation and Workarounds

LogMatrix's escalation procedures and objectives are further described on the matrix at Section 9 of this Schedule B. LogMatrix will provide Customer with a single copy of any fix or workaround electronically. Customer will distribute the fix or workaround to Supported Software as necessary, and LogMatrix reserves the right to close the incident after thirty (30) days of final recommendation, if no further communications are received from Customer within that time.

5.    Annual Support Fees

Annual fees for Support Services will be as set forth in the applicable Order Form. In the event Customer acquires additional Software pursuant to this Agreement,

support fees will be payable on the same terms except that the first installment may be pro-rated for the balance of the annual period such that all subsequent fees for Annual Support Services will be payable on the same anniversary date for all Software.

LogMatrix may, at its sole option, reinstate lapsed Annual Support Services in accordance with its then current policies upon payment by Customer of all accumulated Annual Support Fees for the period during which Customer did not purchase Annual Support Services.

6.    Excluded Services

The following services are outside the scope of LogMatrix's Annual Support Services:

*      Service for Software that has been subject to unauthorized modification by Customer.
*      Service for Software for which all required support releases have not been implemented by Customer.
*      Third party software, hardware or data, or from the use of hardware not meeting our minimum recommended systems requirements.
*      Service that becomes necessary due to: (i) failure of computer hardware or equipment or programs not covered by this Schedule or Schedule C; or (ii) any cause or causes beyond the reasonable control of LogMatrix, including, without limitation, floods, fires, loss of electricity or other utilities, negligence of Customer or any third party, operator error, improper use of hardware or software or attempted maintenance by unauthorized persons.
*      Services performed at the Customer's site unless the parties mutually agree otherwise.

7.    Changes in Support

LogMatrix reserves the right in its discretion to change the terms of its Annual Support Services and to discontinue Annual Support Services for any Software or Module, effective on ninety (90) days' notice.

8.    Term and Termination

The initial support period will begin on the Effective Date and continue for one (1) year or pro-rated period as provided in Section 5 above ("Initial Support Period"). The Initial Support Period will automatically be renewed for successive one (1) year periods (each, a "Renewal Support Period") unless: (i) Customer provides LogMatrix with written notice of termination at least thirty (30) days prior to the end of the Initial Support Period or the then-current Renewal Support Period, as applicable; or (ii) the Agreement or Annual Support Services are otherwise terminated. Annual Support Fees for each successive Renewal Support Period will increase from the immediately prior one-year support period by no greater than any increase in the Consumer Price Index as published in the Wall Street Journal within sixty (60) days prior to the new Renewal Support Period.

9.    Escalation Matrix

P0

1 Hour  Discussion with Senior Support Engineer
4 Hours Notify Customer Support Manager
8 Hours Alert Account Manager; Discussion with Development Manager; Notify
Director of Customer Support
2 Days  Notify Sales Manager; Update status Development Manager
3 Days  Escalate to VP Engineering/ VP Services; Notify VP Sales
5 Days  Report status
7 Days  Report status

P1

4 Hours Discussion with Senior Support Engineer
8 Hours Notify Customer Support Manager
2 Days  Alert Account Manager
3 Days  Notify Development Manager; Notify Director of Customer Support; Notify
Sales Management
5 Days  Escalate to VP Development/VP Services; Inform VP Services
7 Days  Report status
30 Days Report status
90 Days Report status

P2

8 Hours Discussion with Senior Support Engineer
7 Days  Contact Product Marketing

P3

5 Days   Discussion with Senior Support Engineer
90 Days Contact Product Marketing

Informational

90 Days Contact Product Marketing


Schedule C

LogMatrix Annual Support Services Policy - Premium

In addition to the standard Annual Support Services described in Schedule B, if
Customer pays the applicable Premium Support fees, Customer will receive the
following Premium Support Services:

*     24 x 7 Support: Premium Support email and telephone support is provided 24
hours a day, 7 days a week, 365 days a year, including holidays. 24 x 7 service
may include pager service during off peak hours. For all other issues, standard
support is provided as described in Schedule B. There are no limitations on the
number of calls or on the number of incidents reported.

*     Annual Support Fees: Annual fees for Support Services will be as set forth
in the applicable Order Form.