



## DETEX CORPORATION, INC.

### SOFTWARE MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

Detex Corporation, Inc. ("DETEX") will provide the Support Services listed below for the Software and the two contacts ("Designated Contacts") named by Customer on page 3 of this agreement.

#### 1. SUPPORT

DETEX will establish and maintain an organization and process to provide support for the Software to Customer. Support shall include (i) diagnosis of problems or performance deficiencies of the Software and (ii) a resolution of the problem or performance deficiencies of the Software. DETEX will provide telephone software support on a business day basis. Business day is defined as 8:00 A.M. through 5:00 P.M. Central Standard/Daylight Time, excluding holidays and weekends. In addition, DETEX will provide an Internet based support system generally available seven (7) days a week, twenty-four (24) hours a day.

DETEX will use its best efforts to resolve reported and reproducible errors in the Software.

**In order to optimize the efficiency of the problem-solving process, it is agreed that persons at the Customer's site who interface with DETEX technicians will have the following minimum qualifications:**

- **A working knowledge of personal computers and their specific version of the Windows operating system**
- **The ability to copy and move data within the computer's file system**
- **The ability to log on to the computer with Administrative privileges**

This agreement is not intended as a consulting agreement for customer services. DETEX may, with the concurrence of the Customer, elect to send senior support or development staff to the Customer location to accelerate problem resolution. DETEX will be responsible for the costs associated with this escalated problem resolution if the problem is determined to be a direct result of the supported Software. If it is determined that the problem was not a direct result of the supported Software, the Customer agrees to pay reasonable travel and lodging expenses in addition to DETEX's standard consulting rates. Travel time will be charged at consulting rates.

#### 2. MAINTENANCE

During the term of this agreement, DETEX will provide the Customer with copyrighted patches, updates, releases and new versions of the Software, along with other generally available technical material. These maintenance materials including the Software may not be used to increase the licensed number of versions or copies of the Software. The Customer agrees not to use or transfer the prior version but to destroy or archive the prior version of the Software. All patches, updates, release and new versions shall be subject to the license agreement related to the Software.

#### 3. WARRANTY

DETEX warrants that the Software shall substantially conform to the descriptions set forth in the User Manuals, so long as the Software is not misused nor modified by anyone other than DETEX. The parties acknowledge and agree that, due to the complex nature of computer programs, it is impossible to ensure that any particular Software will be error-free.

**THE WARRANTY PROVIDED BY DETEX HEREIN IS THE ONLY WARRANTY PROVIDED BY DETEX WITH RESPECT TO THE SUPPORT PLAN. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES BY DETEX, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SUPPORT PLANS, PROGRAMS, USER MANUALS AND COLLATERAL MATERIALS.**



**IN NO EVENT SHALL DETEX BE LIABLE TO USER UNDER ANY PROVISION OF THIS AGREEMENT OR ARISING OUT OF OR IN CONNECTION WITH THE ACTIVITIES AND SERVICES UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES WHETHER IN CONTRACT OR TORT AND INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF DATA OR INFORMATION HOWEVER CAUSED, LOST PROFITS OR OTHER ECONOMIC LOSS, FAILURE OF ANY LICENSED PROGRAMS TO PERFORM IN ANY WAY OR ANY LIABILITY TO SUBLICENSEE OR TO THIRD PARTIES.**

#### **4. TERM**

This agreement shall start on the Effective Date stated below. This agreement shall run for a period of one (1) year from the Effective Date and shall automatically renew for consecutive one (1) year periods unless either party provides written notice of termination within sixty (60) days prior to the anniversary date of the Effective Date. Payment for each renewal term shall be due on the renewal date at the current rates for support of the Software. This agreement may be terminated for non-payment or material breach. Fees paid or due are non-refundable unless DETEX has materially breached this agreement and has failed to cure the breach after 30 days written notice.

#### **5. GENERAL**

(a) Each party acknowledges that it has read this Agreement, that they understand the agreement and agree to be bound by its terms. Further, both parties agree that this is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties. The Software and the use thereof are subject to the license agreement related to the Software.

(b) Times by which DETEX will perform under this agreement shall be postponed automatically to the extent that we are prevented from meeting them by causes beyond reasonable control.

(c) This agreement and performance hereunder shall be governed by the laws of the State of Texas. Venue shall be in Comal County, Texas.

(d) No action, regardless of form, arising out of this Agreement may be brought by Customer more than two (2) years after the cause of action has arisen.

(e) If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent, deemed to be omitted.

(f) Customer may not assign or sub-license, without the prior written consent of DETEX, Customer's rights, duties or obligations under this Agreement to any person or entity, in whole or in part. A sale of substantially all of Licensee's assets to a third party or any transfer of more than 50% of the voting stock of Licensee to a third party shall not constitute an assignment under this license.

(g) The prevailing party in any action related to this agreement shall have the right to recover its reasonable expenses including attorney's fees.

#### **6. CONSIDERATION**

The consideration given by Customer under this Agreement shall be as follows:

(a) For support of GCS TopGuard Patrol/PLUS or other GCS software products: \$99.00 per 12-month period.

(b) For support of Reliant Plus software, \$49.00 per 12-month period.



**(THIS PAGE TO BE FILLED OUT BY CUSTOMER)**

The term "Software" as used in this agreement means:

Software Name & Version: \_\_\_\_\_

Version of Windows OS: \_\_\_\_\_

Physical Address where Installed: \_\_\_\_\_

\_\_\_\_\_

Designated Contacts, full names followed by telephone number and e-mail address. (Two maximum).

Contact 1

Name: \_\_\_\_\_

Telephone #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Contact 2

Name: \_\_\_\_\_

Telephone #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

During the term of this agreement, the Customer may delete and add Designated Contacts by sending notification in writing on Customer's letterhead and addressed to:

Detex Corporation  
Supervisor, Technical Support  
302 Detex Drive  
New Braunfels, Texas 78130

If preferred, Customer may instead send notification by e-mail to [support@detex.com](mailto:support@detex.com).

We may rely on such notice to make the change.



**CUSTOMER:**

COMPANY NAME: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Vendor from whom Detex software was purchased: \_\_\_\_\_

Date purchased: \_\_\_\_\_

**TO BE FILLED OUT  
BY CUSTOMER**

**DETEX CORPORATION, INC.:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

The Effective Term of this agreement is from \_\_\_\_\_ until \_\_\_\_\_.

CONTRACT NO. \_\_\_\_\_

**TO BE FILLED OUT  
BY DETEX**

This Contract may be printed and mailed to:

Detex Corporation  
Supervisor, Technical Support  
302 Detex Drive  
New Braunfels, Texas 78130

The Contract may also be sent by e-mail in PDF format to [support@detex.com](mailto:support@detex.com).

Detex Technical Support will assign the Contract Number and return a copy of the Contract to the purchaser.