TrueLogic Company, LLC

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2.1. Scope of Services. TLC will provide the support services listed below in this section to Licensee during the first year from the Effective Date defined in section 1.3 above without additional cost. Unless otherwise specified, all services will be rendered by telephone, email, internet transmittal, or other electronic transmission.

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b. TLC will maintain a telephone number that allows Licensee to report system problems and seek assistance in the use of the Software.

c. TLC will maintain a trained staff capable of rendering the services set forth in this Agreement.

d. TLC will use reasonable diligence in correcting a verifiable and reproducible Error when reported to TLC. TLC will, within 48 working hours of verifying the presence of such Error, initiate work to develop an Error Correction. Because this Agreement includes Releases issued during the term hereof, TLC is not responsible for correcting Errors in any version of the Software other than the most recent Release of the Software.

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3. Termination. The License granted and Support specified in this Agreement or pursuant to any subsequent SAR will terminate immediately and without notice if: (a) TLC does not timely receive any payment for the License fee or installment designated in the Invoice or Invoices;

(b) Licensee violates any term, provision, or covenant of this Agreement; or (c) Licensee becomes insolvent, makes an assignment for the benefit of creditors, becomes bankrupt, takes the benefit of any of the laws that may be enforced for the relief of bankrupt or insolvent debtors, or has a receiver appointed by a court of competent jurisdiction.

4.   Additional Fees and Charges. If the foregoing services require, or Licensee requests, the presence of TLC support personnel at Licensee's facility, Licensee may, in addition to the foregoing fees, be required by TLC to advance TLC travel expenses (i.e., transportation, lodging, and meals) incurred in rendering service at Licensee's facility.

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7.   Notices. Any notice, demand, or request ("Notice") which is required or permitted to be given pursuant to this Agreement must be in writing. Any Notice will be delivered personally, by commercial carrier, fax, or by registered or certified mail, postage prepaid, addressed to a party at the addresses indicated in the Invoice. Notice given personally, by commercial courier, or by fax is effective on delivery, if delivered within regular business hours. Notice given by fax outside regular business hours and by United States Postal Service are presumed received on the third (3rd) day after the date sent. Either party may change its address for Notice by notice given pursuant to this section.

8.   Relationship of the Parties. Nothing herein contained will be construed to place the parties in the relationship of partners, joint venturers or principal and agent, and neither party will have the power to obligate or bind the other in any manner.

9.   Authority to Contract. TLC and Licensee each warrant that they have full power and authority to enter into this agreement and to make each and every representation and covenant contained herein.

10. No Waiver. The failure of TLC or Licensee to enforce any provision of this Agreement, or to terminate this Agreement for the breach of any covenant or condition herein, will not operate thereafter as a waiver of that provision or any other provision of this Agreement, or as a waiver of the right to terminate this Agreement as set forth above.

11. Assignability. Licensee may not assign or otherwise transfer its rights or obligations under this Agreement to any other party, including without limitation, parent, subsidiary, affiliate business entities, or locations without the prior written consent of TLC.

12. Successors. Subject to the provisions of Section 11 above, this Agreement will be binding on and inure to the benefit of the successors, heirs and assigns of Licensee and TLC.

13. Representations. Each party acknowledges it has read this Agreement, understands it, and agrees to be bound by its terms. Licensee and TLC warrant and represent that they are not precluded therefrom by any statute, regulation or other agreement now in effect.

14. Governing Law. This Agreement is performable in Plano, Collin County, Texas. All actions arising under or pursuant to the negotiation, terms or enforcement of this Agreement or any ancillary agreement or undertaking by these parties must be brought in the State or Federal Courts in or for Collin County, Texas, and to the extent such actions are not governed by Federal Law, will be governed by and construed under the laws of the State of Texas.

15. Severability. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions will be enforced to the maximum extent permitted by law.

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