



SUPPORT SERVICES ADDENDUM

This Support Services Addendum is an attachment to the Software License Agreement dated the ____ day of _____, 20____. The terms and conditions of this Addendum are hereby incorporated into the Software License Agreement by reference. Delivery of the support services described herein is expressly conditioned on Customer's acceptance of the terms and conditions of this Addendum.

The Support Services described herein shall apply to most Customers in most instances; however, receipt of a license for certain types of software offered by Cardinal may entitle the Customer to increased or enhanced support services. In the event that the Software Product licensed to Customer is one with respect to which such increased or enhanced support services are offered, the parties may execute an Attachment to this Addendum specifying such increased or enhanced support services, which shall be incorporated herein and which shall be controlling to the extent such Attachment provides for different or additional support services.

TOTAL SYSTEM SUPPORT PACKAGE

For so long as Customer shall maintain a current License for Cardinal's Software Product and fulfill its obligations under the Software License Agreement, including payment of the annual fee described in the Fee Addendum, as well as any obligations specifically set forth in this Addendum, Customer shall be entitled to the support services comprising Cardinal's Total System Support Package, as described herein, which shall include a customer support hotline service, ongoing consulting services, record keeping and documentation control, hardware services and software services. Although primary support service for third party hardware and software may be provided by the respective third party vendors, Cardinal will provide problem determination through the Total System Support Package.

Cardinal will perform the support services in a professional and workmanlike manner consistent with applicable industry standards, using such resources as Cardinal deems necessary in accordance with the terms and conditions of this Addendum. Support services shall be performed solely in relationship to the license or licenses granted by Cardinal to Customer under the Software License Agreement and/or in relation to any hardware purchased from or through Cardinal.

Customer shall be entitled to support services in accordance with the terms and conditions of this Addendum for one year from the earlier of (i) the delivery to Cardinal of signed copies of the Software License Agreement and this Addendum; (ii) installation or use of any Software Product obtained pursuant to the Software License Agreement; or (iii) Customer's receipt and acceptance of any hardware device purchased from Cardinal and in respect of which Cardinal has agreed to provide support services hereunder. In any case, Customer must return a signed copy of the Software License Agreement and this Addendum to Cardinal as soon as reasonably practicable.

This Total System Support Package shall be renewable upon payment by Customer of the annual fee for the coming year, calculated in accordance with the Fee Addendum, which must be received by Cardinal by the date specified in the Renewal Form that will be sent to Customer prior to the expiration of the preceding one-year term. Customer acknowledges that the annual fee is subject to change upon renewal due to general price increases and/or general inflation increases, as set forth in the Fee Addendum. Customer expressly acknowledges that, should the Total System Support Package be permitted to expire, a reinstatement fee will be charged by Cardinal at the time of any future, subsequent renewal.

CUSTOMER SERVICE

The Cardinal Customer Support Group shall act as the account manager for Customer's software and/or hardware support needs. This service includes unlimited email and telephone software support for the term of this Agreement.

Customer Support Representatives will be available to assist Customers Monday through Friday from 8:00 a.m. to 5:00 p.m., Central Standard Time, via email or Cardinal's toll free support line, excluding holidays observed by Cardinal. Cardinal will provide Customer with its planned holidays upon request. The above hours of operation are subject to change by Cardinal at any time upon thirty (30) days' written notice to Customer.

During the above-referenced hours of operation, Customer shall be entitled to initiate email or telephone consultations with Customer Support Representatives to discuss such things as (1) installation instructions, (2) hardware and software inquiries, (3) operating procedures, (4) modifications to the existing system, and (5) other concerns that may arise. All Customer inquiries or requests should be focused through the Customer Support Representatives. The Customer Support Group will be responsible for all aspects of the account and will serve as Customer's in-house spokesperson at Cardinal.

All email or telephone contacts by Customer will be documented to assist Cardinal personnel in tracking any issue or problem reported by Customer, the status of which will be monitored until final resolution. The Cardinal Customer Support Group will maintain a log for tracking purposes which reflects the current status of each outstanding hardware or software issue and all modification requests. Logs may include problem or modification reference numbers, date reported, description, priority and/or scheduled release date, as applicable.

SOFTWARE SERVICES

Cardinal shall make general release updates and upgrades available for download by Customers holding current licenses from Cardinal's FTP site after their release for distribution. Currently licensed Customers will be notified of the availability of updates and upgrades, along with descriptions of the modifications or functions included and any recommendations that Cardinal may choose to provide concerning training or related support services. It will be Customer's responsibility to obtain any training or data related support services relating to any update or upgrade.

Cardinal may also incorporate engineering changes/enhancements to any licensed software in Customer's use and possession in order to reasonably provide support services to Customer, taking into account Customer's needs, any errors reported, and any other factors that Cardinal considers appropriate. Any such changes shall be provided to Customer at no additional charge. Customer agrees to install any changes in accordance with instructions provided by Cardinal. The Customer Support Representative will notify Customer of said engineering changes and provide the telephone support necessary to install the changes.

Cardinal will repair or replace any licensed software product deemed by Cardinal to be faulty or defective as a result of engineering or technical services provided by Cardinal. Any custom changes or modifications to software requested by Customer will be at an additional charge.

With respect to technical information provided by Customer to Cardinal as part of any support services, Cardinal may only use such information for product support and development and Cardinal may not utilize such technical information in any form that identifies Customer.

This Addendum does not entitle Customer to any on-site installation, training, maintenance, or repair services, which shall be at the rates charged by Cardinal at the time of the performance of the on-site services. Customer agrees to reimburse Cardinal for all reasonable travel, lodging and other related

expenses incurred by Cardinal or its personnel in connection with the performance of on-site training or support services.

HARDWARE SERVICES

Support for any hardware purchased from Cardinal can also be accessed through Cardinal's Customer Support hotline. Cardinal will provide all labor and materials deemed necessary by Cardinal to maintain the hardware in accordance with this Addendum. Unless otherwise agreed by the parties, all hardware support shall be performed at one of Cardinal's designated Service Centers. Such hardware support may include non-warranty and warranty repair, where authorized.

Cardinal will provide a five (5) day in-house turn-around time upon receipt of Cardinal serviceable hardware at a Cardinal Service Center during normal business hours. Service Center hours of operations are Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Standard Time, excluding holidays observed by Cardinal. Shipping charges to the designated Service Center will be paid by the Customer, and return shipment will be paid by Cardinal. Return shipment will be in the same manner in which it was received. Customer shall notify the Customer Support Representative if expedited service is required. The cost for the expedited service shall be borne by Customer.

Cardinal reserves the right to incorporate engineering changes to the hardware that will result in improved product performance and/or reliability. The installation of such changes, whether through normal service cycles or on-site visits, will be at the sole determination of Cardinal. The Cardinal Customer Support Representative will notify the Customer of any on-site engineering changes planned and the respective installation schedule or plan. Any on-site services shall be provided at the rates charged by Cardinal at the time of the performance of such services. Customer agrees to reimburse Cardinal for all reasonable travel, lodging and other related expenses incurred by Cardinal or its personnel in connection with the performance of on-site support services.

EXCLUSIONS

The Total System Support Package *excludes* support for the following items:

1. Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment with all facilities prescribed by the applicable installation manual.
2. Repair of damages or increase in service time caused by the use of the Equipment for other than data processing purposes for which designed.
3. Repair of damage caused by accident or disaster which includes, but is not limited to, electrical surges, failure of electrical power, fire, flood, submersion in water, wind, lightning, transportation subsequent to delivery, or force majeure.
4. Repair of damage or replacement of parts caused by sabotage, neglect, misuse, as a result of impact or droppage, or other harsh treatment not consistent with the Equipment's intended use.
5. Inspection of altered Equipment, repair of damage, or increase in service time caused by alterations not authorized by Cardinal, which alterations include, but are not limited to, any deviation from Cardinal's physical, mechanical or electrical Equipment design.
6. Service time and materials associated with the rearrangement or relocation of equipment.
7. Repair or replacement of case parts, broken glass or damage as a result of broken glass.
8. Repair or replacement of external cables, batteries, carrying case, or other consumables.

9. Additional custom changes or modifications to software specifications, functionality, or features as requested by Customer.

ADDITIONAL TERMS AND CONDITIONS

CUSTOMER OBLIGATIONS. Customer agrees to provide Cardinal with access to Customer's sites and facilities, as well as appropriate personnel, during Customer's normal business hours as reasonably required by Cardinal to perform the support services. Customer will also make available to Cardinal all information and materials requested by Cardinal for use in replicating, diagnosing and/or correcting an error or other problem with the software or hardware reported by Customer. Customer acknowledges that Cardinal's ability to provide satisfactory support services is dependent on Customer providing the information necessary to replicate, diagnose and/or correct the problem reported by Customer.

WORK PRODUCT. Cardinal shall own all rights, title and interest in methodologies, processes, and documentation, and all intellectual property rights therein, developed during the provision of the support services involving (i) implementation or installation of the Software Product into Customer's environment, (ii) configuration of workflow or reporting capabilities of the Software Product, and (iii) optimization of the use of the Software Product in Customer's environment.

TERMINATION. Cardinal's obligation to provide the support services described herein shall terminate upon the earlier of (i) Customer's failure to pay the annual fee described in the Fee Addendum; (ii) Customer's failure to reasonably cooperate with Cardinal in Cardinal's efforts to meet its support services obligations hereunder; (iii) the termination of Customer's Software License; or (iv) any other material breach by Customer of its obligations hereunder. Cardinal shall provide a written notice of termination to Customer, stating the reason for such termination, which shall be effective as of thirty (30) days of the date of such notice if Customer's default is not corrected prior thereto.

EXCUSABLE DELAY. Cardinal shall not be liable for any delay in the event Cardinal's business is interrupted because of strikes, labor disturbances, lockout, riot, fire, Act of God, natural disaster or the public enemy, or any other cause, whether like or unlike the foregoing, if beyond the reasonable ability of Cardinal to control. Should such a delay occur, Cardinal will take reasonable measures to cure or alleviate the cause of such delay or failure, if possible to do so, with a view of resuming performance of its contractual obligations as soon as reasonably practicable.

INDEMNITY. Customer agrees to indemnify and hold Cardinal harmless of and from any and all claims, actions, causes of action, suits, judgments, costs and expenses, including attorney's fees, relating to or arising from Cardinal's provision of the support services described herein, whether relating to property damage (including damage to any goods into which Customer's goods or services are incorporated), personal injury or any other claim of damage arising from defects in products or workmanship, violation of any Federal, State or local law or ordinance (including but not limited to Federal Fair Labor Standards Act and any law relating to protection of intellectual property), or negligence of Customer, its agents, servants, employees, officers, directors, representatives and invitees, to the extent permitted under the laws and constitution of the State of Texas.

WARRANTIES AND DISCLAIMERS. CARDINAL WARRANTS THAT ANY SUPPORT SERVICES PROVIDED BY CARDINAL SHALL BE SUBSTANTIALLY AS DESCRIBED IN THIS AGREEMENT AND ANY APPLICABLE ONLINE OR WRITTEN MATERIALS PROVIDED TO CUSTOMER BY CARDINAL. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CARDINAL DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, RELATING TO THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES AS DESCRIBED IN THIS AGREEMENT.

CUSTOMER REMEDIES. In the case of non-conformance with this Agreement, Cardinal's entire liability, and Customer's exclusive remedy, shall be, at Cardinal's option, either (a) return of any fee paid by Customer in whole or in part for support services; or (b) re-performance of the non-conforming support services.

LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CARDINAL OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUE, OPERATIONAL INTERRUPTION, LOSS OF DATA OR OTHER INFORMATION, FAILURE OF CUSTOMER'S EQUIPMENT, NETWORK OR SOFTWARE NOT PROVIDED BY CARDINAL, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES AS DESCRIBED IN THIS ADDENDUM OR ITS ATTACHMENTS, EVEN IF CARDINAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OTHER LAW. SOME STATES AND COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OF WARRANTIES OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. TO THE EXTENT ANY SUCH STATES OR COUNTRIES DO NOT ALLOW CERTAIN WARRANTY TERMS HEREIN, OR REQUIRE WARRANTY TERMS BE INCLUDED, THEN THE APPLICABLE LAW AND REQUIRED TERMS SHALL CONTROL.

CARDINAL TRACKING, INC.:

By:



(Authorized Signature)

Its:

Steve Leuschner, President, CEO

(Print Name and Title)

CUSTOMER:

Organization Name:

Authorized Signature:

Printed Name/Title:

Date:

Please complete and return to:
CARDINAL TRACKING, INC.
1825 Lakeway Dr., STE 100
Lewisville, TX 75057