

CASST SUPPORT TERMS AND CONDITION

Before you call for Help...Before contacting our Technical Support Center, please check the Help file in CASST, your user manual and other available documentation as well as our web site at www.casst.com for the answer to your questions. If you cannot find the answer then please send us an e-mail to support@casst.com, send us a fax at 972-286-0650 or call and leave a message on our Support Message Center at 903-839-2678, option 2. **Be sure to provide concise details about the nature of your problem. The more clear and concise you are when stating your issue, the better we will be able to respond.**

This plan applies only to CASST (Computer Aided Septic System Tracking).

The following terms and conditions apply to all support plans (also see the disclaimers and limitations at the end of this document):

Response Time: Our goal is to respond to support questions within two business days, and in practice our responses have generally been much faster than this. However, we do not promise or guarantee any specific response time. **In most cases email is the preferred method and will give you the fastest response times.**

Problem Resolutions: We will attempt to resolve or answer your question using our normal support procedures. Our efforts are necessarily limited by the information you provide us and the wide range of possible environments in which our product is used. As a result we cannot guarantee that we will resolve your problem, only that we will review it and provide you with any information or suggestions we believe will be useful. While we always welcome your input, the final determination of whether a problem should be resolved by providing information to you about how to use the product to meet your needs, by modifying our product to address a problem, by suggesting a workaround, by adjusting the documentation, or by some other method, is solely up to us. We also reserve the right to close a support issue at our discretion if in our judgment we cannot provide any additional useful information despite repeated attempts. **We suggest that you designate one person in your office that uses CASST on a regular basis as your support contact. All support questions should be communicated through this individual. Training of new employees is not covered by this support plan.**

Bug Fixes: If we find a bug or documentation error in our product in the course of resolving your problem we will address it as part of our normal maintenance procedures. We do not provide bug fixes to individual customers for specific problems. We determine at our discretion whether a problem you report is a bug or program error, or is due to some other cause.

Problems In Operating Systems and Other Products: When you report a problem to us we will work with you to determine if, in our best judgment, the problem is related to our product or to another company's software or hardware, or to another computer. If we determine that the problem is not with our product then we will not be able to assist you further to resolve it.

Requests for Information and Testing: In order to understand your question or problem, we may need additional information from you. If this information is not provided responsively and in timely fashion, we may not be able to assist you further. We may also ask you to perform tests or other experiments. While we will do our best to make these non-destructive, we cannot know the conditions on your system. It is up to you to review the instructions you receive, ask clarifying questions if necessary, keep backup copies of all programs and data, and verify that the tests or experiments we request or the solutions we offer will not cause problems in your environment.

Upgrade Types: Our product is upgraded through maintenance releases designed to fix minor problems or improve compatibility, and major upgrades which contain enhancements and additional features. A release is designated as a maintenance release or major upgrade at our discretion. **Major upgrades and new releases will not be included as a part of this annual support plan.**

Website and Email Access: The electronic resources you use to connect to our support stall (our website, email boxes, etc.) are hosted by third parties and are not fully under our control. While we work with our third party providers to keep these resources available to you, their availability and our ability to access them in order to respond to you is not guaranteed.

Plan Term and Renewals: This Support Plan is purchased on an annual basis. Service begins the day we charge your credit card or receive your payment for the support plan, and terminates the previous day of the year, one year later. This period of time is called a “plan year”. For example, if your order is processed on September 5, 2001 then your plan year ends on September 4, 2002, unless the plan is renewed prior to that date. Renewal rates may be changed from time to time by AppliTech, Inc. at our discretion.

Email and Telephone Support: In most cases email is the preferred method and will give you the fastest response times. However we offer telephone support on a callback basis to customers in the United States. If you request telephone support it is crucial that you provide us with telephone numbers where we can reliably reach you directly in the daytime hours and evening hours. If your issue requires us to review the content of files then we may request that you handle it by email, as it is usually very difficult to transfer such information by telephone. We generally return all technical support calls within 24 hours (weekends and holidays excluded), and most are returned much more quickly, usually on the same business day. Make sure the number you give us can accept “private” calls as we may try to contact you from our private or home phones. If you contact us by telephone and don’t receive a reply within 24 hours, please try again. We probably attempted to return your call and were unable to reach you.

Upgrade Shipments: Any product shipments sent to you under this plan will be sent as part of our normal shipping process, via methods we select. While we will deliver the electronic and physical upgrade shipments, if any, which come with your plan in what we believe is a timely fashion, no specific delivery schedule is guaranteed.

Refunds and Termination: Support is purchased on an annual basis and cannot be terminated or refunded after purchase. Neither can it be transferred to another party.

Support Plans Subject to Change: All terms of, rates for, and services provided under any support plan may be changed at any time by AppliTech, Inc. at our sole discretion, and are not guaranteed, and any plan may be eliminated or discontinued at any time at our discretion. However, we will not discontinue or change the terms or services for support plans for which you have paid an annual fee except at renewal time, or when, in our best judgment, the new terms and services are equal to or better than the old terms and services.

The items listed below are not covered by this support plan but will be considered and priced on a case by case basis:

1. Major changes to reports and forms
2. Phone training of new employees
3. Individual or group Training
4. Customization to or creation of new forms or reports
5. Replacement of lost CDs or diskettes
6. Names changes
7. Major upgrades or new releases

DISCLAIMER: We disclaim any and all warranties for all support provided under any of our support plans, expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose. You assume full responsibility for the implementation of any suggestions you receive from us, for the results thereof, for keeping backup copies of all programs and data, and for the safe conduct of any tests we request on your system.

LIMITATION OF LIABILITY: In no event shall we be liable, in connection with any support, software, or other materials or services offered or provided to you under this support plan, for any incidental, consequential, or punitive damages whatsoever.