

SERVICES LICENSE AGREEMENT

READ THE TERMS AND CONDITIONS BELOW BEFORE USING THE SERVICES (the "Services").

WHAT THIS IS. This contains the COGZ Systems, LLC Agreement (the "Agreement") which will govern your use of COGZ Systems, LLC services.

BY USING OR ACCESSING THE SERVICES, YOU AGREE TO ABIDE BY THIS AGREEMENT WITHOUT MODIFICATION BY YOU. IF YOU DO NOT AGREE, YOU MAY NOT USE THE SERVICES

GRANT OF LICENSE. This agreement applies to COGZ Work Order Connection Email and/or Web Form Email Services, COGZ Backup Services, COGZ Web Hosting Services, COGZ On-Line Training, COGZ Advanced Support Services, COGZ On-site Training and Support Services, and any other software hosting, website, or service that links to this agreement (collectively the "services"). You understand that you have no right to assign, sub license or transfer the services.

TERM. This Agreement is effective from the day you agree to the terms of the Agreement using or accessing the services and continues until you certify in writing that you no longer are using, or will use, any of the services.

COGZ SYSTEMS, LLC RIGHTS. You acknowledge that the services are sole and exclusive property of COGZ Systems, LLC. By accepting this Agreement, you do not become the owner of the Services, but you do have the right to use the Services in accordance with this Agreement. You agree to use your best efforts and all reasonable steps to protect the Services from use, or distribution, except as authorized by this Agreement. You agree not to disassemble, decompose, or otherwise reverse engineer the Services.

CONDUCT. COGZ Services shall not be used inappropriately or for any non-conforming reason. COGZ may terminate this agreement if it determines the service is being abused.

SERVICE DISRUPTIONS. We strive to keep the services up and running; however, all online services suffer occasional disruptions and outages, and COGZ Systems, LLC is not liable for any disruption or loss you may suffer as a result. You are responsible for your data, and should regularly backup the content, if any, that you store on the services. These backups should be stored at your location, not on COGZ Systems servers or any related COGZ Systems services. Having a regular backup plan and following it can help you prevent loss of your content.

SERVICE PERFORMANCE. We try to respond to on-line and on-site support and training requests in a timely manner. Scheduling conflicts, weather delays, an communication outages, among other things, may cause delays or disruptions in service. In addition, COGZ personnel will exercise caution when on-site or on-line with your systems, but is not responsible for any errors or omissions caused by such efforts. You are responsible for have current backup(s) of your entire computer system, including servers, before any service is performed by COGZ Systems, LLC. This backup should be offline for maximum protection.

LIMITED WARRANTY. COGZ SYSTEMS, LLC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF THE SERVICES. YOU UNDERSTAND THAT USE OF THE SERVICES IS AT YOUR OWN RISK AND THAT WE PROVIDE THE SERVICES ON AN "AS IS" BASIS. COGZ SYSTEMS, LLC DOESN'T GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE FROM THE SERVICES. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAW, WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THIS AGREEMENT IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE. EXCEPT FOR THE LIMITED WARRANTY DESCRIBED ABOVE, THERE ARE NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, PROVIDED WITH THIS SERVICE OR ANY DATA. THESE INCLUDE, BUT ARE NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

LIABILITY. You agree that COGZ Systems, LLC liability for any damages to you or to any other party shall not exceed the fee paid for the Service, for a maximum of 12 months or period of use, whichever is less.

COGZ SYSTEMS, LLC WILL NOT BE RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, FOR EXAMPLE, LOSS OF PROFITS RESULTING FROM THE USE OF THE SERVICES OR ARISING OUT OF ANY BREACH OF THE WARRANTY, EVEN IF COGZ SYSTEMS, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. You may also have other rights which vary from state to state.

EXPORT REQUIREMENTS. The Services, Software, Documentation and all related technical information or materials are subject to export controls and are licensable under the U.S. Government export regulations. You agree that you will comply strictly with all legal requirements established under these controls and will not export, reexport, divert, transfer or disclose, directly or indirectly the Software, Documentation and any related technical information or materials without the prior approval of the U.S. Department of Commerce

TERMINATION OF AGREEMENT. If the service fee is not paid in full or if any of the terms and conditions of this Agreement are broken, COGZ Systems, LLC has the right to terminate the Agreement and request that you discontinue use of and remove connections to the Services from your Computer Systems. We may suspend or cancel the services if we don't receive an on time, full payment from you. Suspension or cancellation of the services for non-payment could result in a loss of access to and use of your account and its content. At that time you must also certify in writing that you will not use the Services.

REFUNDS. Unless otherwise provided by law or by a particular service offer, all purchases are final and non-refundable.

GOVERNING LAW. This Agreement is to be governed by, and interpreted in accordance with, the laws of the State of Connecticut and the United States. Any terms or conditions of this Agreement found to be unenforceable, illegal, or contrary to public policy in any jurisdiction will be deleted, but will not affect the remaining terms and conditions of the Agreement.

ENTIRE AGREEMENT. This Agreement constitutes the entire Services agreement between you and COGZ Systems, LLC.