

# TilePro Subscription- Terms and Conditions

This document consists of three pages. The subscription agreement is not valid without completion of the subscriber's signature page (provided on page 3).

## I. Background

1. TilePro is a computer software product of Delta Data Systems (DDS). All rights are reserved.
2. TilePro is intended for use by individuals or enterprises concerned with the design, layout and installation of sub-surface agricultural drainage systems.

## II. Disclaimers

1. TilePro is computer software with a specific set of functions and capabilities that may assist in the design of agricultural sub-surface drainage systems. TilePro is made available for use "as-is".
2. User/subscribers of TilePro software warrant and confirm that they (User/subscribers) have performed all due-diligence in determining the utility and/or suitability of the program in, to or for the User/subscriber's business activities.
3. Delta Data Systems, Inc. makes no claims and offers no warranties, implicitly or explicitly, as to the utility or suitability of TilePro software in, to or for the User/subscriber's business activity.
4. DDS bears no responsibility for the function or performance of actual drainage systems that are built from or based on TilePro designs. Further, DDS bears no responsibility for the compliance of a drainage system built from or based on a TilePro design with any local, state or federal regulations or codes.

## III. Subscription

1. TilePro software is made available to User/subscribers on a subscription basis. TilePro and all underlying IP remain the sole property of Delta Data Systems, Inc.
2. Subscription payments are based on the "design feet" contained in one or more projects that a User/subscriber develops in, with or through TilePro. The total of 'design feet' is simply the sum of the lengths of all components of a drainage system (mains or laterals).
3. Subscription cost is only incurred when drainage system designs are 'finalized' for delivery to a User/subscriber's customer. 'Finalization' is an explicit function initiated by the User/subscriber during TilePro operation.
4. There are three subscription price levels given in U.S. dollars and cents:

Plan I. \$1,000.00 initial authorization charge and \$0.0075 (three-quarters of a cent) per design foot thereafter. Additional authorization codes for software are \$500.00 per machine. Each machine must have Internet connection.

Plan II. \$2,000.00 initial authorization charge and \$0.005 (one-half of a cent) per design foot thereafter. Additional authorization codes for software are \$ 500.00 per machine. Each machine must have Internet connection.

Plan III. \$3,000.00 initial authorization charge and \$0.0025 (one-quarter of a cent) per design foot. Additional authorization codes for software are \$500.00 per machine. Each machine must have Internet connection.

#### IV. Billing

1. Payment for authorization of a selected plan is due upon delivery.
2. User/subscriber activity totals are transmitted automatically via Internet to the TilePro server upon each 'finalization' action. User/subscriber has access to activity totals at all times through a free utility titled "TPFT Report" that is part of the TilePro installation.
3. User/subscriber must have a suitable Internet connection for each machine on which TilePro has been installed. Delta Data Systems, Inc. is not responsible for setting up or trouble shooting User/subscriber's Internet resources nor will it assume any responsibility for damages of any kind arising from Internet service interruptions.
4. User/subscriber activity will be totaled on the 15<sup>th</sup> of each month and an invoice will be issued for the number of design feet that the User/subscriber has generated. User/subscriber has 15 days to pay the invoice. If the invoice is not paid, TilePro will cease to function on all systems under User/subscriber control.
5. Activity will be restored on satisfactory settlement of account.
6. Delta Data Systems, Inc. will bear no responsibility for any alleged damages to User/subscriber's business that may result from an interruption of TilePro function due to User/subscriber's failure to maintain subscription payment.

#### V. Responsibilities of Delta Data Systems, Inc.

1. DDS will maintain TilePro software. Maintenance specifically means the correction of any logic errors ("bugs") that may be encountered and reported in writing, through fax or email by User/subscribers. DDS warrants that it has made every reasonable effort to assure TilePro's operational reliability prior to its release.
2. DDS will, from time to time and at its sole discretion, undertake upgrading of TilePro functions. As upgrades are created, they will be made available to TilePro subscribers free of charge.
3. DDS will commit to getting User/subscribers running within 24 hours of a notification that a User/subscriber has had an interruption of TilePro operation due to a problem on the DDS TilePro server. This may involve the installation of an 'interim patch' to TilePro that obviates a need for server connection.

#### VI. Responsibilities of the User/subscriber

1. User/subscriber is responsible for independently developing operational knowledge of TilePro. Training in TilePro operation is offered from several sources. DDS will, at its sole discretion, redirect all questions by User/subscribers relating to TilePro operation, to a local dealer or to a certified training center (currently in Francesville, IN or Dayton, OH).
2. User/subscriber is responsible for timely payment of subscription charges.
3. User/subscriber is responsible for the setup and function of his/her/their desktop computers, third party software, Internet resources, and all peripheral devices and systems (including but not limited to printers, CD writers, field computers, laser systems or other survey equipment).
4. User will not undertake reverse engineering or disclosure of operational designs, formats, etc. to any third party.

VII. In the event of cessation of business activity by DDS

1. If DDS, its inheritors or assigns, exit the business activity supporting TilePro, DDS will deliver a "software patch" to the Subscriber that removes the Internet Reporting/Re-Authorization requirement from TilePro operation. The Subscriber will be free, at Subscriber's sole discretion, to continue use of TilePro with no further financial obligation to DDS, its inheritors or assigns. Subscriber recognizes that TilePro will be unsupported at that point and DDS, its inheritors or assigns, will have no obligation to Subscriber relating to updates, maintenance or other forms of technical support.

Signature below confirms User/subscriber understanding and acceptance of the terms, conditions, disclaimers and warranties set forth above:

Subscriber signature: \_\_\_\_\_

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

Subscription Plan Selection: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Tel#: \_\_\_\_\_

Contact Email: \_\_\_\_\_