

This License Agreement is referred to as the "Support Agreement" between you as an individual person or organization and Gerber Software Products, LLC (hereafter referred to as "Gerber") regarding the use of the training offered for the software product MO-BILT or MO-BILT PRO Estimating module (hereafter referred to as the "Software").

TERMS:

I. SPECIAL NOTES

1. Gerber is supplying support for a specified user and each session is for a specific duration.
2. Technology does change. Given to the current state of technology, it is not possible to create computer software that works perfectly in all applications and possible combinations with various operating systems and computer configurations. The MO-BILT PRO Support System requires Internet Explorer as the browser, however will function with limited capacity and minor inconveniences on other browsers. All support questions will be answered using the recommended browser. Due to the economical nature of our pricing, there will be no refunds for any of our support services.

2. SESSIONS

1. Registration is acknowledged through online requests ONLY.
2. Time will be distributed on a first come- first served basis. Your GoToMeeting session time will be selected based on the times you tell us that you are available for support.
3. We will make one attempt to setup a support session. If you do not attend, it will cost you the minimum fee.
4. Once a support time is established, and meeting codes have been sent, the session may be cancelled only with 2 (two) hour notice.

3. MISCELLANEOUS

- (1) All changes and amendments to this agreement shall be valid only if made in writing.

This shall also apply to amendments or the suspension of this clause. Electronic documents in shape of text matter do not fulfill the requirements of the written form.

- (2) General terms and conditions of the customer shall not be applicable.

(3) Sole place of performance is the company seat located in Missouri. Provided that each contractual party is trader, legal person or without general place of jurisdiction, sole place of legal venue for all disputes among the parties arising out of and in relation to this agreement is the company seat in Missouri.

- (4) If any provision of this sales contract is or becomes ineffective or impracticable or if there is a loophole in this contract, this does not affect the effectiveness or enforceability of all other provisions. The contracting parties shall endeavor to find, in lieu of the ineffective provision, an effective one that comes as close as possible to having the economic significance of the ineffective one.

If you have any questions concerning this License Agreement, please write to: Gerber Software Products, LLC 13482 Mason Village Ct. St. Louis, Missouri 63131 OR email: info@gerbersoftwareproducts.com