

## MAINTENANCE AGREEMENT

<b>PRODUCT:</b>	Feedlot Vision™
<b>LICENSEE:</b>	
<b>ADDRESS:</b>	
<b>TELEPHONE:</b>	
<b>FAX:</b>	
<b>CONTACT PERSON FOR LICENSEE:</b>	
<b>EFFECTIVE DATE OF PROTECTION:</b>	
<b>TECH SUPPORT EMAIL ADDRESS:</b>	
<b>TECH SUPPORT PHONE NUMBER:</b>	

This Maintenance Agreement (“Agreement”) is made between the Licensee named on the front of this Agreement (hereinafter “Licensee” or “You”) and Land O’Lakes Purina Feed LLC (“LOLPF”).

This Agreement establishes the terms and conditions under which LOLPF will provide Licensee with Maintenance for Feedlot Vision program (hereinafter, “Software”).

1. **Term.** The term of this Agreement shall be for one (1) year from the Effective Date of Protection as set forth above. This Agreement shall automatically renew for one year terms at the then-current Maintenance Fee unless Licensee provides LOLPF with sixty (60) days notice that it desires to not continue maintenance. Licensee will not be able to stop and restart Maintenance services without payment of back Maintenance Fees.
2. **Maintenance Services and Support.** During the term of this Agreement and upon payment of the Maintenance Fee, LOLPF will use commercially reasonable efforts to provide the Maintenance services described in this Agreement. All services will be provided in English. LOLPF shall provide Licensee with updates and support as outlined in Section 1. Maintenance services shall not include upgraded versions of the Software. In addition, Licensee shall receive from LOLPF first level support which shall include basic telephone and email support. LOLPF will try to respond within 48 hours if inquiry is received during LOLPF’s normal business hours.
3. **Maintenance Fees.** Licensee shall pay to the LOLPF an annual Maintenance Fee for the Software. For the initial year, the Maintenance Fee shall be \$50.00 USD and due upon signature of this Agreement. Upon renewal of this Agreement, LOLPF has the right to modify the annual Maintenance Fee. Failure to pay the Maintenance Fee in accordance with the written terms shall result in an immediate cancellation of this Agreement. In no event shall LOLPF be liable to provide Maintenance under this Agreement for any period during which Licensee’s Maintenance coverage has lapsed.
4. **Licensee Responsibilities.** Maintenance services provided by LOLPF Representatives hereunder is contingent upon the Licensee installing all updates, maintenance releases and running the most current upgraded version of the Software.
5. **General.**
  - a. LOLPF has the right at any time to suspend or terminate support for any Software if Licensee fails to meet its payment obligations hereunder.
  - b. LOLPF reserves the right to subcontract or assign support to another party.
  - c. Any services not covered under this Agreement will be invoiced to Licensee as an additional charge based on LOLPF’s then-current time and materials rates.
  - d. Maintenance must be purchased on all licenses obtained from the Effect Date of this Agreement through the Term of the Agreement. All Maintenance Services above are coterminous and will expire on the Agreement’s expiration date.
6. **Miscellaneous.**
  - a. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LOLPF DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

- b. LOLPF SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE SERVICES PROVIDED HEREUNDER OR THE USE OR INABILITY TO USE THE SOFTWARE EVEN IF LOLPF REPRESENTATIVES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN JURISDICTIONS DO NOT PERMIT THE LIMITATION OR EXCLUSION OF INCIDENTAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. Should any other warranties be found to exist, such warranties shall be limited in duration to ninety (90) days following the date of delivery of the Software to Licensee. IN NO EVENT SHALL LOLPF BE LIABLE FOR ANY AMOUNT GREATER THAN WHAT LICENSEE ACTUALLY PAID AS AN MAINTENANCE FEE UNDER THIS AGREEMENT.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota and the parties agree to the venue and personal jurisdiction of Minneapolis, Minnesota.

**Land O'Lakes Purina Feed LLC**

**Licensee**

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

**Address:** \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_