



Laszlo Consulting Package Order Form

How to Order: Please complete this Order Form (including payment information) and submit to Laszlo via fax to 650.651.1666.

CONTACT INFORMATION			
Contact Name:		Company Name:	
Address:			
City:	State/Province:	Zip/Postal:	Country:
Phone:	Fax:	Email:	

BILLING INFORMATION			
<input type="checkbox"/> Same as above			
Contact Name:		Company Name:	
Address:			
City:	State/Province:	Zip/Postal:	Country:
Phone:	Fax:	Email:	

CONSULTING PACKAGES			
Description	Unit Price	Quantity	Total Fees
<input type="checkbox"/> Applications Code Review	\$4,795		\$
<input type="checkbox"/> Custom Component Development	\$7,195		\$
<input type="checkbox"/> Performance Profiling and Optimization	\$11,995/yr		\$
<input type="checkbox"/> Design and Development Assistance	\$2,495 for first day; \$2,295 for each additional day		\$
<input type="checkbox"/> Additional fees (if applicable)	\$		\$

* All fees are based on the typical engagement. You will be notified immediately if your particular situation indicates a longer and/or more complex engagement is necessary.

PAYMENT INFORMATION			
Total Order Amount: \$		Promo Code:	
<input type="checkbox"/> Credit Card (check one):			
<input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> American Express			
Name on card:			
Card #		Expiration Date (MM/YY):	
Card Verification (CVV2/CVC2/CID) #		Signature:	
Billing Address: <input type="checkbox"/> Same as contact information above			
Company Name:		Contact Name:	
Address:			
City:	State/Province:	Zip/Postal:	Country:
<input type="checkbox"/> Purchase Order: Requires advance authorization from Laszlo by calling 650.358-2759			PO#:
<input type="checkbox"/> Checks: Make check payable to Laszlo Systems, Inc. Attn: OpenLaszlo Support, 2600 Campus Drive, San Mateo, CA 94403			
<input type="checkbox"/> Wire Transfer: Contact Laszlo at 650.358-2759 for routing information.			

This Order Form contains the complete and exclusive understanding and agreement between Laszlo Systems, Inc. ("Laszlo") and the customer identified above ("Customer" or "You") and supersedes all previous understandings and agreements, whether written or oral, with respect to the subject matter hereof.

1) **Descriptions**

- a. **Application Code Review:** Laszlo will review your LZX code to resolve technical questions and issues. At the base price quoted above, this package is limited to sixteen hours of services. A specific quote will be provided for sections of code and/or issues that are larger and/or more complex than the typical engagement. You will receive a **Code Review** Report that identifies errors and suggests improvements to the code utilizing Laszlo's best practices in LZX coding. Afterwards, a Laszlo engineer will meet with you in an **Online Interactive Web Meeting** to review your code and the Code Review Report.
- b. **Custom Component Development:** Whether you are working with a new component or modifying one of OpenLaszlo's existing GUI components, Laszlo will assist your development team by analyzing the requirements, defining APIs, and developing specifications. This package kicks off with a **Discovery Phase** in which Laszlo works with you to understand the component's requirements. Then Laszlo will provide you with a **Component Specification Document** that enumerates the component's function, features, APIs, and use-cases. If applicable, Laszlo will also provide you with a **Component Test Case** and/or a **Visual Composition**, to illustrate the visual design of the finished component. Upon request, Laszlo will provide you with a **Component Development Plan** that will provide you with a fixed estimate should you elect to engage Laszlo for the development of the component.
- c. **Performance Profiling & Optimization:** Laszlo will analyze your application's performance profile, including startup time, run-time performance, and application size, and suggest changes for optimization. Laszlo will provide an **Application Assessment Report** that includes performance statistics and suggested remedies for improving performance. Afterwards, Laszlo will review the code in a **Live Application Assessment** walk-thru with you, explaining our findings and answering any questions you may have regarding the report. Laszlo will also provide a **Performance Improvement Project Plan**, a tailored consulting plan for implementing the suggested changes should you elect to engage Laszlo to improve your application's performance.
- d. **Design and Development Assistance:** Laszlo will provide general and specific assistance as related to the development and deployment of applications using OpenLaszlo. For example, Design and Development Assistance may include responding to questions about user interface design, application architecture, or code development.

2) **Scope and Limitations.**

- a. "Services" shall mean the services provided by Laszlo and paid for by Customer as indicated and described above.
- b. In providing Services to Customer, Laszlo will be using Laszlo's commercial software as well as other Laszlo development and technology that will be modified for Customer's particular needs. For the avoidance of doubt, nothing herein shall be deemed to transfer any ownership interest of Laszlo to Customer in any underlying tools, methods, know-how, ideas, proprietary information, or inventions used by Laszlo in performing the Services.
- c. All Services requests must be made in accordance with the procedures specified at <http://www.laszlo systems.com/go/supportdetails>.
- d. All Services shall be provided during Laszlo's regular operating hours (8 am to 5 pm Pacific Time, Monday through Friday, excluding holidays.)
- e. In cases where Services are delivered at the Customer site, additional fees may be charged for travel time and all travel and related expenses. If Customer cancels a scheduled onsite meeting, Customer may still be required to reimburse any nonrefundable expenses such as airfare or hotels.
- f. Any usage of Design and Development Assistance will be measured per engineer in half-day increments only. For example, two engineers working one-half day each shall equal "one day" of Design and Development Assistance.
- g. All Services are provided only for the current version of OpenLaszlo (as of the Effective Date of this Order Form).
- h. Unless otherwise noted in this Order Form, all Services must be utilized within six (6) months from the Effective Date of this Order Form.

3) **Payment.** Payment is due immediately upon the execution of this Order Form. Laszlo reserves the right to suspend the delivery of Services until payment has been received. Paid fees are nonrefundable.

4) **Disclaimer.** LASZLO DOES NOT WARRANT THE RESULTS OF ANY SERVICES AND DOES NOT GUARANTEE THAT ANY PARTICULAR OUTCOME MAY BE ACHIEVED. LASZLO EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR NONINFRINGEMENT WITH RESPECT TO THE SERVICES AND ANY WORK PRODUCT THAT MAY RESULT.

5) **Limited Liability.** IN NO EVENT SHALL LASZLO BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR INDIRECT DAMAGES RELATED TO THE PROVISION OF THE DEVELOPMENT ASSISTANCE AND ANY WORK PRODUCT THAT MAY RESULT, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, OR DAMAGES ARISING FROM LOSS OF USE, LOSS OF CONTENT, OR LOSS OF DATA, REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH DAMAGES MAY BE BASED, EVEN IF LASZLO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. LASZLO'S AGGREGATE LIABILITY UNDER THIS ORDER FORM WILL BE LIMITED TO THE FEES PAID BY CUSTOMER TO LASZLO UNDER THIS ORDER FORM. THE PARTIES AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE AGREEMENT AND THAT IN ITS ABSENCE THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

6) **General.** Laszlo's relationship with Customer during the time of performing the Services will be that of an independent contractor. Nothing in this Order Form shall be deemed to create any agency, partnership, or joint venture relationship between the parties. The provision of Services shall be governed by California law. Laszlo will not be liable for any nonperformance or delay in performance caused by any event beyond the control of Laszlo.

Accepted and agreed to as of the Effective Date above by the authorized representative of each party:

LASZLO SYSTEMS:	CUSTOMER:
Signature:	Signature:
Name: George Shahid	Name:
Title: Chief Financial Officer	Title:
Notice Information: 2600 Campus Drive, Suite 200 San Mateo, CA 94403 Fax: 650-292-2299 Email: legal@laszlo systems.com Attention: Legal Department	Notice Information: Fax: Email: Attn: