

# Luck Consulting Pty Ltd Ehcache Consulting Entitlement

## Particulars

Customer: \_\_\_\_\_ Effective Date: \_\_\_\_\_

No Of Hours Purchased: \_\_\_\_\_ Customer Email Contact: \_\_\_\_\_

## Primary Technical Contacts

The nominated Technical Contacts, who is authorized to contact Luck Consulting Pty Ltd trading as Luck Systems ("Luck Systems") for support/consulting are:

First Contact: \_\_\_\_\_

Second Contact: \_\_\_\_\_

## Luck Systems Contact

Please communicate via e-mail to: [ehcache\\_consulting@gregluck.com](mailto:ehcache_consulting@gregluck.com). This allows us to marshal the appropriate people in the shortest amount of time, and to maintain continuity and context.

Phone conferences can be organised by sending email to the above address.

## Interaction with ehcache License

This Entitlement is for companies, government agencies, and other organizations using Ehcache. It is not a license for Ehcache, nor does it vary the existing ehcache open source license. Please refer to the ehcache license, which uses the Apache License 2.0..

## Versions Supported

You (the Customer) must be using a released version of ehcache.

## Two Points of Customer Contact

Support is provided to a maximum of two points of contact at your organization. Users within your organization should go through the technical liaisons; that is, this support Entitlement does not entitle all employees of your organization to direct one-on-one technical support from us.

## Copyright in Changes to ehcache under this Agreement

All additions or changes made to ehcache under a consulting agreement are made under the Apache 2.0 License. Copyright does not vest in the customer but remains with Luck Consulting Pty Ltd.

## Indemnification

The Customer shall indemnify and hold harmless Luck Systems from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of any kind, including reasonable attorney's fees, caused by or arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake or negligence of Luck Consulting, its employees, partners, agents, representatives or subcontractors in connection with or incidental to the performance of this agreement.

## Jurisdiction

Jurisdiction -- The laws of USA and the Hawaii shall govern this agreement, its terms and conditions. The customer agrees that the proper forum for any claim arising under this agreement shall be in the state of Hawaii.

## Consideration

The customer has paid consideration for the services contained in this Entitlement.

## Modification or Amendment

No amendment, change or modification of this Entitlement shall be valid unless in writing signed by the parties hereto.

## Entire Understanding

This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

**Damages**

Compensation for Damages to the customer arising out of this agreement are limited to a refund of the consideration paid under this Entitlement.

**Unenforceability of Provisions**

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

**Luck Systems**

Luck Systems is a business name registered in the State of Queensland, Australia to Luck Consulting Pty Ltd, an Australian Corporation.

Signed:

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Luck Systems

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Date