

Software Support and Maintenance Agreement (SSMA) for SpotOn! Software

SpotOn! Press' obligations under this Software Support and Maintenance Agreement ("SSMA" or "Agreement") for SpotOn! Press' SpotOn! Software ("Software") are limited to the terms set forth below:

Terms of the Agreement

Support services and/or Software updates/upgrades will be available during the initial or upon renewal term of this Agreement. The initial term is 12 months from the date the Software license code was generated and delivered to the customer. The Agreement must be renewed for additional 12-month period(s) at SpotOn! Press' then-current rates to continue receiving support and upgrades through the SSMA. For end customers with multiple licenses purchased at different times, special pro-rated terms will be used to allow all SSMA's to be renewed at the same time, commencing on the earliest renewal date. If the Agreement is not renewed prior to the anniversary date it will be considered expired. Only Agreements that are current and up-to-date are eligible to receive updates/upgrades and support. To renew an expired Agreement, please contact SpotOn! Press to obtain information on the Reactivation Program.

Software Maintenance and Support Requirements

To obtain maintenance support under this Agreement, you **MUST** do the following:

- Register your Software using the registration form that pops up after installing the license key code.

Software Maintenance Deliverables and Expectations

During the term of this Agreement, SpotOn! Press will provide you with Software updates and upgrades for one license of SpotOn! Software. The Software has an auto-update feature that will inform you when there is a new update to download. It is your responsibility to download and install all new updates.

Software Support Deliverables and Expectations

During the term of this Agreement, SpotOn! Press will provide you with Software Support, which includes telephone, email, and on-line remote support.

- SpotOn! Press will provide only Software Support to end users under a current SSMA.
- Pricing for SpotOn! Software Support services for SpotOn! Software is on a per license basis.
- Each SpotOn! Software license must be covered under a separate SSMA Agreement.
- All SSMA fees are non-refundable and the SSMA is non-transferable.
- Additional year(s) of support can be purchased at the time of the sale or at any time after the sale.
- All communication from SpotOn! Press will be with the end customer. The customer can reopen a particular issue for a period of 30 days following resolution. After 30 days, any new calls will be considered a new and separate incident.

Support Case Submission Requirements

In order to obtain support under this Agreement, you must:

- Contact SpotOn! Technical Support at support@spotonpress.com, and describe your problem in detail. A Technical Support representative will attempt to resolve your problem either via email, telephone or remote viewing session.
- Provide the following information when contacting SpotOn! Press:
 - Name and location of unit
 - Product Key
 - Name and date of product installation/activation
 - Version of Software
 - Chronology of the event
 - Name, description, and release number of other Software that was resident on the hardware at the time that the suspected SpotOn! product failure occurred
 - Computing environment
 - Description of recent changes that have occurred to the hardware and/or software of the machine where the failure is occurring
- Product support is only available in English.

Support Organization Contact Information

SpotOn! Support
503-226-7598
support@spotonpress.com
M-F 9:00 a.m. – 5:00 p.m. (Pacific Standard Time)

Response and Resolution

Response shall mean positive acknowledgement (either written or verbal) from SpotOn! Press that SpotOn! Press has received information from the end user regarding a question with the Software and that SpotOn! Press is investigating the details. SpotOn! Press may request any additional information that may be necessary to understand the nature of the question, to replicate the issue, or to determine other local networking or site information that may have an impact on the Software. SpotOn! Technical Support will use commercially reasonable efforts to respond to the end user within 1 business day of initial contact.

Resolution shall mean closure of a customer issue through SpotOn! Press and may include, but is not limited to: provision by SpotOn! Press of a downloadable file, new version of the Software, workaround, a determination by SpotOn! Press that the issue has no solution, or a determination by SpotOn! Press that the issue has been deferred to a subsequent planned Software release.

SpotOn! Press makes no provision or commitment to the time that may be taken to achieve resolution of any user case.

This Agreement does not apply if:

- Damage is caused by accident, abuse, misuse, or misapplication, or service (including upgrades and expansions) performed by anyone who is not a SpotOn! Authorized Service Provider
- The product has been modified without written permission of SpotOn! Press

This Agreement covers:

- Functionality of Software as installed

This Agreement does not cover:

- Printer or print controller services
- Installation or training on optional items or hardware
- Installation of third party software
- Service on SpotOn! Software that is not operating to specifications due to end user installing an unsupported operating system on the CPU where the Software is used or attempting to use the Software on a system that does not meet the minimum system requirements defined for the Software
- Onsite technical support
- Repair/service on SpotOn! Press' Software that is not operating to specifications due to end user installing new hardware on the CPU where the Software is used
- Re-training of employees
- Support of computers (Macintosh or Windows) that do not have SpotOn! Software on them or service or support if the Software product is damaged due to customer removing or deleting files, or removing or attempting to remove hardware unless instructed to do by a SpotOn! Customer Support representative
- Seminar, on-site, or remote viewing Professional Training services
- Defect correction below maintained versions
- Questions on application programs other than the Software

End User Responsibilities

The end user is responsible for the maintenance of their data and the general maintenance of the Software. Listed below are additional and specific responsibilities of the end user with respect to the Software:

- Registering the Software once activated using the registration form within the Software
- Loading upgrades of the Software in a timely manner
- Ensuring that Software users and a system administrator are adequately trained in the operation of the Software and associated duties
- Designating a system administrator or primary contact
- Verifying data
- Timely reporting to SpotOn! Technical Support of unusual issues
- Maintaining proper environment for hardware, including proper temperature and humidity
- Timely payment of applicable fees prior to any support services, which can be withheld for non-payment

Enforceability

If any provision of this Agreement is found to be invalid or unenforceable, the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties as expressed herein.

WARRANTY DISCLAIMER; LIMITATION OF LIABILITY

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