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## TERMS AND CONDITIONS FOR SOFTWARE MAINTENANCE & SUPPORT

All software maintenance and support is provided subject to the following Standard Terms and Conditions. These provisions set forth are the only obligations of Omatic regarding software maintenance and support, referred to as "Maintenance" hereunder. For purposes of this Agreement, "You" or "Your" shall refer to the entity entitled to receive Maintenance hereunder.

### I. Omatic Software Maintenance Services:

1. All Maintenance benefits, including use of Omatic's online, phone, email, and remote assistance support, is detailed in the Scope of Support as specified by the maintenance plan You have purchased with regard to software You have licensed from Omatic and for which You have elected to receive Maintenance (the "Covered Software").
2. As they become available, Omatic will provide new versions, updates and/or enhancements to current versions of the Covered Software and its documentation. Although not typical, some new versions, updates and/or enhancements may require more advanced or larger capacity equipment and/or third party software. Equipment and software compatibility shall be Your sole responsibility.
3. Version update notifications are our primary means of communicating information about our software to you such as releases and new patch files. Please subscribe on to these updates by logging into our website then selecting Support. Under Community Forum, click Go To Forum. Each product will have an "Updates" forum. Click the appropriate updates forum and then click the "Follow" button.
4. Omatic will take all reasonable steps to correct defects in the Covered Software that are directly attributable to programming if Omatic recognizes them as having a materially detrimental effect on the performance of the Covered Software.
5. You are solely responsible for performing regularly scheduled data backups using a prudent method of media rotation. Omatic will take all reasonable steps to have data anomalies repaired and data loss in the Covered Software directly attributable to programming minimized. If data anomalies are not attributable to the Covered Software, additional fees may apply.

### II. Charges:

1. The initial annual Maintenance period begins 7 days after signed Contract.
2. The initial annual Maintenance fee is based upon a percentage of current list price of

the Covered Software. Software maintenance charges will not be increased until the anniversary date of your current maintenance contract with Omatic. The charges may be increased thereafter and on each subsequent anniversary date with 60 days prior written notice. In no event shall the annual maintenance charges for a given year be less than the Maintenance charges for the prior year. If You purchase additional software or licensed users for such software, these additions will automatically be subject to Maintenance fees and will be invoiced accordingly. Charges for any partial month of coverage will be prorated on the basis of a thirty (30) day month to coincide with existing annual Maintenance term.

3. All charges for Maintenance are payable in advance. Failure to give at least thirty (30) days notice of intention not to renew the Maintenance contract will result in automatic renewal and You will be liable for an additional year's charges. Notwithstanding this, if You fail to pay any invoice by the due date, Omatic may withhold services until payment has been received.
4. Charges do not include charges related to third party software programs, which may be required to run the Covered Software. You may be required to pay separately for any upgrades in such third party programs.
5. Omatic reserves the right to charge late fees on overdue accounts.

### III. Exclusions from Omatic Software Maintenance Service:

The following is expressly excluded from the terms of this Agreement:

1. Provision, installation or support of software other than the Covered Software (e.g., operating systems, office productivity software).
2. The service of installation of updates and enhancements to Omatic software.
3. Repair of the Covered Software if the failure is related to:
  - a. the equipment or supplies You are using.
  - b. misuse or neglect of the Covered Software.
  - c. anyone other than a member of Omatic's staff making any alteration to the Covered Software or to the system files which may affect the Covered Software.
  - d. environmental conditions, including, but not limited to, insufficient, excessive, or irregular electrical power, failure of air conditioning, excessive heat or humidity, flood, water, wind or lightning.
  - e. use of the Covered Software for purposes other than those for which it was expressly designed.
  - f. the relocation or reinstallation of the Covered Software.
  - g. the use of any software other than the Covered Software.
4. Omatic has no obligation to perform support services and furthermore reserves the right to charge additional support fees at its then standard rates for services performed in connection with reported incidents that are later determined to have been due:
  - a. to hardware, software or services not supplied by Omatic.
  - b. to not following recommendations from Omatic (e.g., instructions related to the migration to a new version of the Covered Software).

### IV. Software Modifications:

Any modifications that You make to the Software, including any modifications to any

third party licensed software included with or embedded in the Covered Software, will render any Maintenance or warranty obligations contained in this Agreement null and void. Omatic will not be liable, in any respect, for any such modifications or any errors, losses or damage resulting from such modifications.

V. Disclaimer of Warranties; Limitation of Liability:

1. NO WARRANTIES: OMATIC DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS OBTAINED BY YOU IN USING THE SOFTWARE, THAT THE COVERED SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

THE SOFTWARE IS LICENSED "AS IS" AND THE MAINTENANCE SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER. OMATIC EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE AND SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2. LIMITATION OF LIABILITY. IN NO EVENT WILL OMATIC BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE DELIVERY OF MAINTENANCE SERVICES OR ANY DELAY IN DELIVERY OF THE MAINTENANCE SERVICES. OMATIC'S MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER FORM OF LIABILITY) FOR DAMAGES OR LOSS, HOWSOEVER ARISING OR CAUSED, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE RELEVANT SERVICES GIVING RISE TO THE LIABILITY.

VI. General:

1. Delivery of any Maintenance service to You by Omatic is subject to conditions beyond the control of Omatic or its agents, including without limitation, acts of God, acts of any public enemy, fire, flood, earthquakes, epidemic or quarantine restrictions, strikes, riots or civil commotion, war, freight or other embargoes, weather conditions or any failures by Omatic's subcontractors or suppliers.
2. You may not sub-license, sell, rent, lend or lease any portion of the Covered Software. You may not translate or create derivative works based on the Covered Software.
3. You may cancel maintenance by giving notice at least 30 days in advance of the annual period renewal date. Cancellations will become effective on the renewal date. No credit will be given for partial Maintenance periods. If You allow your Maintenance coverage to lapse, You may purchase telephone and/or email support for currently supported software versions on an as-needed basis. Telephone and/or email support is billed at \$200 per hour, with a minimum charge of one hour. After the first hour, support is billed in 15-minute increments of \$50 each. Software updates, software media replacement (i.e., install or update discs) and access to the Support web site are not available without Maintenance.  
Reinstatement of lapsed Maintenance will require full payment of Maintenance fees that would have been due from the expiration of the last active Maintenance period

through the reinstatement date, plus a 15% administrative surcharge. Payment of the applicable amount for the current Maintenance period will be due upon reinstatement. This reinstatement policy applies if Maintenance has been canceled or there is otherwise a lapse in Maintenance coverage, such as for nonpayment of fees. Upon reinstatement, You will receive the latest version of the software.

4. All provisions of this Agreement shall be governed by the laws of South Carolina.
5. If You choose not to install the latest version of the Covered Software, Omatic reserves the right to limit scope of Maintenance provided hereunder.

**\*\*Important \*\*** Maintenance is effective 7 days after ship date of Covered Software. See Section II, Item 1 above. **\*\*Important\*\***