

# UNIPRINT.NET

## UNIPRINT INFINITY SOFTWARE SUPPORT SERVICES AGREEMENT

NOTICE: PLEASE CAREFULLY READ THE FOLLOWING TERMS UNDER WHICH UNIPRINT WILL PROVIDE THIS SOFTWARE SUPPORT SERVICE TO YOU. THE TERMS BELOW WILL GOVERN YOUR PURCHASE OF THIS SERVICE. THESE TERMS ARE THE COMPLETE AND EXCLUSIVE AGREEMENT REGARDING THIS SERVICE AND REPLACE ANY PRIOR ORAL OR WRITTEN COMMUNICATIONS BETWEEN YOU AND UNIPRINT CONCERNING THIS SERVICE. BY PURCHASING UNIPRINT INFINITY PRODUCTS YOU CONFIRM THAT YOU ACCEPT THESE TERMS WITHOUT MODIFICATION.

This UniPrint Infinity Software Support Services Agreement (called “Agreement”) governs your acquisition of this UniPrint Infinity Software Support Service to assist you with the operation of UniPrint Infinity products (herein referred to as “Service”).

### 1. Service Description.

1.1. **Support Period.** When you order a UniPrint Infinity product, you must specify whether you are selecting one year, two years or three years of this Service. Your selected Support Period begins on the date of purchase. Service under this Agreement will terminate at the end of your selected Support Period.

#### 1.2. Definitions.

**Customer Critical Problem** – A problem for which you have no known work around resulting in a critical disruption in your business operations, including troubleshooting of computer software problems, computer software maintenance and software upgrading.

**Prime Shift North America** – 8:00 a.m. to 6:00 p.m. Central Time (UTC -6), Monday to Friday (excluding Canadian national and Ontario provincial statutory holidays).

**Prime Shift United Kingdom** – 8:00 a.m. to 6:00 p.m. Greenwich Mean Time (UTC), Monday to Friday (excluding U.K. national and bank holidays).

**Off Shift** – all hours outside of Prime Shift. Extended 24/7 support is available for an additional fee and has a separate service agreement.

**Supported Products** – those products that are a part of UniPrint Infinity listed on UniPrint’s Web site, [www.uniprint.net](http://www.uniprint.net). UniPrint Clients listed on [www.uniprint.net/eng/products/view/uniprint-client](http://www.uniprint.net/eng/products/view/uniprint-client), UniPrint Utilities listed on [www.uniprint.net/eng/page/download-tools-and-utilities](http://www.uniprint.net/eng/page/download-tools-and-utilities), and customized UniPrint solutions designed or purchased by your organization.

1.3. **UniPrint Responsibilities.** During your specified coverage period (Prime Shift), UniPrint will provide you remote assistance (via telephone from our support center, via e-mail or via a web-based remote-support tool) in response to your requests pertaining to basic, short duration installation, usage and configuration questions regarding your covered Supported Products. UniPrint will also provide to you free of charge feature upgrades which include update rollups, service packs and updates to purchased Supported Products.

1.3.1. **Response Criteria.** If not initially answered by a Support Analyst, UniPrint will use reasonable efforts to respond by telephone, to Service calls from you within one business day during Prime Shift. UniPrint’s initial response may result in resolution of your request or it will form the basis for determining what additional actions may be required to achieve technical resolution of your request. During Off Shift, UniPrint will use reasonable efforts to respond to Service calls which you specify to be Customer Critical Problems within two hours of the start of Prime Shift on the next business day.

1.3.2. **Electronic Support.** You will also be able to electronically submit Service requests by submitting a Problem Report Form for Supported Products, provided you have Internet access. The Problem Report Form is located on UniPrint’s Web site,

[www.uniprint.net/eng/members/problem\\_report](http://www.uniprint.net/eng/members/problem_report). UniPrint will use reasonable efforts to respond to each Problem Report from you within one business day of receipt during Prime Shift. For Problem Reports received during Off Shift, UniPrint will use reasonable efforts to respond within two hours of the start of Prime Shift on the next business day. UniPrint is not responsible for delays in response delivery caused by systems and network problems.

- 1.4. **Your Responsibilities.** You agree to: (i) ensure you are properly licensed for all software and have a current Service subscription for purchased Products for which you request assistance; (ii) ensure that your support contracts are paid in full and are up-to-date; (iii) retrieve and review the current Product Support Matrix found on UniPrint's Web site [www.uniprint.net/eng/page/product-support-matrix](http://www.uniprint.net/eng/page/product-support-matrix) on a regular basis to verify whether there have been any lifecycle changes within your purchased Products; (iv) designate a technically qualified representative who must have sufficient technical knowledge of your Supported Product environment to enable effective communication with a UniPrint Support Analyst; (v) provide UniPrint with all relevant and available diagnostic information (including product or system information) pertaining to software problems for which you request assistance; (vi) provide UniPrint with appropriate remote access to your system, if necessary, to assist you in isolating the software problem cause. You will remain responsible for adequately protecting your system and all data contained therein where it is remotely accessed by UniPrint with your permission; and (vii) use the information obtained under this Service only for the support of the information processing requirements within your enterprise.
2. **Charges and Payment.** An initial charge for Service during the Support Period is mandatory with the purchase of the Supported Product and is listed as a separate line item on the invoice. Thereafter, additional charges for Service will be on a renewal basis. The Support Charge may vary, depending on the Support Product and the Support Period. Renewal Support Charges are due and renewable through your Authorized UniPrint Partner or by contacting [sales@uniprint.net](mailto:sales@uniprint.net). If any authority imposes a duty, tax, levy or fee, excluding those based on UniPrint's net income, upon the Service UniPrint supplies under this Agreement, you agree to pay that amount as specified on the invoice (electronic or paper) or supply exemption documentation. UniPrint does not give refunds or credits for unused Service.
3. **General Principles of Our Relationship.** Neither of us grants the right to use its (or any of its enterprise's) trademarks, trade names, or other designations in any promotion or publication without prior written consent. All information exchanged is non-confidential. If either of us requires the exchange of confidential information, it will be made under a signed confidentiality agreement. Each of us will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations. Neither of us will bring legal action more than two years after the cause of action arose. Neither of us is responsible for failure to fulfill any non-monetary obligations due to causes beyond its control. You authorize UniPrint and its parent corporation to store and use your business contact information wherever they do business, in connection with UniPrint products and services or in furtherance of UniPrint's business relationship with you. Where approval, acceptance, consent or similar action by either party is required under this Agreement, such action will not be unreasonably delayed or withheld.
4. **Assignment and Resale.** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other. Any attempt to assign without consent is void. The assignment of this Agreement, in whole or in part, within the enterprise of which either is a part or to a successor organization by merger or acquisition does not require the consent of the other. UniPrint is also permitted to assign its rights to payments without obtaining your consent. It is not considered an assignment for UniPrint to divest a portion of its business in a manner that similarly affects all of its customers. You agree not to resell the Service or use it to provide support to third parties without UniPrint's prior written consent. Any attempt to do so is void.
5. **Compliance and Laws.** UniPrint will comply with laws applicable to UniPrint generally as a provider of information technology Products and Services. UniPrint is not responsible for determining the requirements of laws applicable to your business, including those relating to the Service that you

acquire under this Agreement, or that UniPrint's provision of or your receipt of the Service under this Agreement meets the requirements of such laws. Notwithstanding anything in this Agreement to the contrary, neither party is obligated to take any action that would violate law applicable to that party.

6. **Dispute Resolution.** Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation, (i) neither party will bring a legal action, regardless of form, arising out of or related to this Agreement or any transaction under it more than two years after the cause of action arose; and (ii) after such time limit, any legal action arising out of this Agreement or any transaction under it and all respective rights related to any such action lapse.

7. **Warranty for Service.** UniPrint warrants that it will perform the Service using reasonable care and skill and according to its current description contained in this Agreement. You agree to provide timely written notice of any failure to comply with this warranty so that UniPrint can take corrective action.

**THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

UniPrint does not warrant uninterrupted or error-free operation of the Service.

8. **Limitation of Liability.** Except as expressly required by law without the possibility of contractual waiver, under no circumstances is UniPrint, its subcontractors or anyone else who has been involved in the creation, production, or delivery of the products or services that are the subject of this Agreement liable for any direct, indirect, consequential or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of the use or inability to use the products, or provision of, or failure to provide, support, even if UniPrint has been advised of the possibility of such damages.
9. **Changes to Agreement Terms.** Changes to the Agreement terms may be updated at any time without notice.
10. **Termination.** Either of us may terminate this Agreement if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply. UniPrint may limit Service for purchased Products when a purchased Product moves to a transitional support phase after the release a new Major Release. The transitional support phase duration is six months after which the purchased Product will no longer be supported with software patches and hot fixes. In the event of termination and withdrawal, UniPrint does not give refunds or credits for unused Service.
11. **Service Reinstatement.** If you wish to reinstate Services after the Support Period has expired (herein referred to as "old Support Contract"), you will be required to purchase Services from the expiry date of the old Support Contract up to the purchase date of the new Support Contract, plus the actual new Support Period.
12. **Governing Law.** Both parties agree to the application of the laws of the Province of Ontario, Canada to govern, interpret, and enforce all of your and UniPrint's respective rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.