

SOFTWARE SUPPORT MAINTENANCE AGREEMENT

SOFTWARE SOLUTIONS PLATINUM PHONE/ONLINE SUPPORT SUMMARY:

- All Terms and Conditions apply.
- The Agreement provides product support via phone or Internet for a minimum of one (1) year at the Support Agreement rate.
- Marco provides this plan as an authorized reseller of the products listed below. The plan provides access to version upgrades and product documentation.
 - PaperCut
 - uniFLOW
 - PrinterLogic
 - SafeQ Cloud
 - Umango
 - eCopy ShareScan
 - Tungsten Power PDF
 - Tungsten AutoStore
 - Concord Cloud Fax
 - eGoldFax
- Support will be performed during Marco's normal business hours (8:00 AM – 5:00 PM CST Monday – Friday).
- The plan does not cover additional software licenses, installation, onsite technical support or training, or the repair/troubleshooting of non-dependent services/software/server-client OS and related items.

TERMS AND CONDITIONS:

General: These Terms and Conditions (the "Agreement" or "Plan") are entered into by and between the Customer ("You", "Your" or "Customer") and Marco ("Marco" or "we"). You accept this Agreement by signing the Support Agreement Form.

Duration of Service: This Agreement will be effective, and services provided, as of the effective date stipulated by the following Marco's Professional Services requirements:

- Payment is successfully processed for the appropriate Software Solutions Platinum Support Agreement Fee.
- Registration of this Agreement upon receipt of the Software Solutions Platinum Support Agreement Form completed by customer.
- Documentation of proper licensing for the Supported Software Application designated on the Software Solutions Platinum Support Agreement Form.

Services provided will cease at five o'clock (5:00 PM) CST of the business day one year from the commencement of services under this Agreement. Any unused portion is forfeited upon expiration or termination of the Software Solutions Platinum Support Agreement. The Software Solutions Platinum Support Agreement may not be used to purchase software, equipment, or parts.

Modifications: Marco reserves the right to add or withdraw maintenance services on any or all Supported Software Applications or other products, and to alter the prices, terms, and conditions of the Software Solutions Platinum Support Agreement in advance of any agreement renewal. Any such additions, withdrawals or alterations will immediately amend the Software Solutions Platinum Support Agreement between the Customer and Marco and take effect regardless of support agreement or product purchase date.

Renewal: Customer will be notified 60 days in advance of contract expiration date. This Agreement will remain in effect with automatic renewal, at current support rates, until canceled in writing by either party. This written notice needs to be received 30 days prior to the expiration date of the effective contract.

Provision of Service: Service and support hours are restricted to Marco's normal business hours (Monday through Friday, 8:00 AM to 5:00 PM CST). Marco does not guarantee a specific response time to answer and otherwise follow up on your support inquiry. Support is not available during Marco recognized legal holidays, weekends, company events, or storm closures. Marco reserves the right to determine when on-site service or support is necessary and does not guarantee resolutions to questions within the expressed period.

CUSTOMER RESPONSIBILITIES:

Customer retains the ongoing responsibility to follow the operating instructions applicable to customer's software as described in applicable manuals. In addition, customer hereby represents that it maintains ongoing backup processes sufficient to safeguard customer's data.

Customer agrees to provide Marco's Professional Services staff with full access to the Supported Software Application including remote web access and other reasonable efforts to assist in Marco's efforts to resolve reported incidents.

LIMITATION OF LIABILITY:

In no event shall Marco be liable for any damages caused by the customer's failure to perform customer's responsibilities. In no event shall Marco be responsible to customer for any lost profits or consequential damages, even if Marco has been advised of the possibility of such damages, nor shall Marco be liable for any claim against the customer brought by any other party.

Marco will perform repairs consistent with usual and customary practices in the industry. In the event the customer established that Marco fails to make repairs consistent with this standard, customer's sole remedy shall be limited to a refund of amounts paid to Marco for the repairs; in no event shall the amount of any refund exceed the damages actually incurred by the customer. Our liability regarding parts supplied shall be limited to any warranty expressly agreed to in the purchase agreement for any parts or supplies. There shall be no warranty for such parts unless a purchase agreement is executed in writing and the purchase agreement explicitly provides such warranty.

The undersigned represents that they have authority to enter into this agreement and accepts copyright and backup responsibilities for the Support Software Applications.