

SMP

Support & Maintenance Package

| Your Company, Inc. 27500 Any Road Location | | Invoice No.: 2006-05-00238 Order Date: 2006-05-04 SMP Start Date: ... Contact Email: support@jaxforms.com | |
|---|-----|---|---------|
| Qty. | SKU | Description | License |

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| 18% | SMP | JAXForms® Support & Maintenance for: - JAXForms Enterprise Business Server (100 users) | Runtime |
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SMP Support & Maintenance-Package Annual

Services included:

Priority Technical Support Priority Technical Support is provided via email. JAXForms will respond within 1-2 business days during European hours (MO-FR, 9am CET – 5pm CET, Swiss and US holidays excluded).

Free Minor & Update Versions You will receive **all maintenance releases and update software versions** that are released during your Support Period. Updates that you receive cover the specific edition of the product that you have purchased.

Maintenance During the Support Period you may also report any software problem or error to JAXForms using the same support process described above. If JAXForms determines that a reported reproducible material error in the software exists and significantly impairs the usability and utility of the software, JAXForms agrees to use reasonable commercial efforts to correct or provide a usable work-around solution in an upcoming maintenance release or update, which is made available at certain times at JAXForms's sole discretion.

SMP Terms of use

JAXForms offers multiple optional Support & Maintenance Package(s) ("SMP") for the version of Software product edition ("Software") that you have licensed which you may elect to purchase in addition to your Software license. The Support Period, hereinafter defined, covered by such SMP shall be delineated at such time as you elect to purchase a SMP.

If you have purchased SMP, then solely for the duration of its delineated Support Period, you are eligible to receive the version of the Software edition that you have licensed and all maintenance releases and updates for that edition that are released during your Support Period. For the duration of your SMP's Support Period, you will also be eligible to receive upgrades to the comparable edition of the next version of the Software that succeeds the Software edition that you have licensed for applicable upgrades released during your Support Period. The specific upgrade edition that you are eligible to receive based on your Support Period is further detailed in the SMP that you have purchased. Software that is introduced as separate product is not included in SMP. Maintenance releases, updates and upgrades may or may not include additional features.

In addition, JAXForms will provide Priority Technical Support to you for the duration of the Support Period. Priority Technical Support is provided via email only, and JAXForms will make commercially reasonable efforts to respond via e-mail to all requests within forty-eight (48) hours during JAXForms's business hours (MO-FR, 9am CET – 5pm CET, Swiss and US holidays excluded) and to make reasonable efforts to provide work-arounds to errors reported in the Software.

During the Support Period you may also report any Software problem or error to JAXForms. If JAXForms determines that a reported reproducible material error in the Software exists and significantly impairs the usability and utility of the Software, JAXForms agrees to use reasonable commercial efforts to correct or provide a usable work-around solution in an upcoming maintenance release or update, which is made available at certain times at JAXForms's sole discretion.

If JAXForms, in its discretion, requests written verification of an error or malfunction discovered by you or requests supporting example files that exhibit the Software problem, you shall promptly provide such verification or files, by email, or overnight mail, setting forth in reasonable detail the respects in which the Software fails to perform. You shall use reasonable efforts to cooperate in diagnosis or study of errors. JAXForms may include error corrections in maintenance releases, updates, or new major releases of the Software. JAXForms is not obligated to fix errors that are immaterial. Immaterial errors are those that do not significantly impact use of the Software. Whether or not you have purchased the Support & Maintenance Package, technical support only covers issues or questions resulting directly out of the operation of the Software and JAXForms will not provide you with generic consultation, assistance, or advice under any circumstances.

Updating Software may require the updating of software not covered by these terms before installation. Updates of the operating system and application software not specifically covered by these terms are your responsibility and will not be provided by JAXForms under this Software License Agreement. JAXForms's obligations under these terms are contingent upon your proper use of the Software and your compliance with the terms and conditions of the applicable JAXForms software license agreement governing your use of the Software at all times. JAXForms shall be under no obligation to provide the above technical support if, in JAXForms's opinion, the Software has failed due to the following conditions: (i) damage caused by the relocation of the software to another location or CPU; (ii) alterations, modifications or attempts to change the Software without JAXForms's written approval; (iii) causes external to the Software, such as natural disasters, the failure or fluctuation of electrical power, or computer equipment failure; (iv) your failure to maintain the Software at JAXForms's specified release level; or (v) use of the Software with other software without JAXForms's prior written approval. It will be your sole responsibility to: (i) comply with all JAXForms-specified operating and troubleshooting procedures and then notify JAXForms immediately of Software malfunction and provide JAXForms with complete information thereof; (ii) provide for the security of your confidential information; (iii) establish and maintain backup systems and procedures necessary to reconstruct lost or altered files, data or programs.