

Tier 1 Software Maintenance and Support Agreement (SM SA) for EFI's Fiery Central Software

EFI software maintenance and support agreement (Agreement) obligations are limited to the terms set forth:

Software maintenance and support deliverables and expectations

EFI will provide to you, the end customer, during the length of this agreement:

- Telephone support during business hours (See contacts below)
- Software updates and upgrades to conform to documentation for end users who are covered under this Agreement if end user has activated and registered their Fiery Central software.
- Access to other services and information using our on-line systems.

Support case submission requirements

To obtain support under this agreement, you, the end customer, must do the following:

- Contact EFI Technical Support at one of our global locations. Describe your problem in full to a Technical Support representative. The Technical Support representative will attempt to resolve your problem over the phone.
- Provide the following information when contacting EFI:
 - o Name and location of unit.
 - o Serial number for software.
 - o Name and date of product installation/activation.
 - o Version of software.
 - o Chronology of the event and any on-site visits by EFI or a certified support specialist.
 - o Name, description, and release number of other software that was resident in the hardware at the time that the suspected EFI product failure occurred.
 - o Computing environment.
 - o Description of recent changes that have occurred to the hardware and software of the machine where the failure is occurring.

Support organization contacts

EFI Support Contacts for North America

888.334.8650. (Toll free)

Select Option 2 for Workflow Solutions > Select Option 2 for Fiery Central

fierycentralsupport@efi.com

EFI Support Contacts for Europe

DE: +49 2102 745-4500

NL: +31 20 658-8080/8069

UK: +44 12462-98085

fierycentralsupport@efi.com

Software Support

The initial term of the agreement is 12 months from the date support is purchased from EFI. The agreement will automatically be renewed for additional 12-month period(s) at EFI's then-current rates for support services. Approximately 60 days prior to the expiration of the agreement, EFI shall use commercially reasonable efforts to send a renewal notice to the reseller who sold the Software or the end customer if the end customer's contact information has been provided to EFI. If the agreement expires without renewal, support services will not be delivered until the agreement is renewed. To renew a lapsed agreement, payment will be required for the entire period that the agreement was lapsed up to the then-current renewal date, plus 12 months thereafter.

- EFI will provide ONLY Tier 1 support to end users under a current software support agreement
- Pricing for EFI Tier 1 support services for the Software are on a per license basis
- The additional year(s) of support can be purchased at the time of the sale or at any time after the sale.
- All communication from EFI will be with the end customer. The particular issue will be available to be reopened for a period of 30 days following resolution. After the end of such time, any new calls will be considered a new, separate incident.

Response and resolution service levels

Response shall mean positive acknowledgement (either written or verbal) from EFI that EFI has received information from the end user regarding a question with the Software and that EFI is investigating the details. EFI may request any additional information that may be necessary to understand the nature of the question or to replicate the issue or to determine other local networking or site information that would have an impact on the software. EFI Technical Support will use commercially reasonable efforts to respond to the end user within 24 hours of initial contact.

Resolution shall mean closure of a customer issue through EFI and may include, but is not limited to: provision by EFI of a downloadable file, new version of Software, workaround, a determination by EFI that the issue has no solution, or a determination by EFI that the issue has been deferred to a subsequent planned software release. EFI makes no provision or commitment to the time that may be taken to achieve resolution of any user case.

Terms and Conditions**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 an EFI Authorized Service Provider.
- The product has been modified without written permission of EFI.
- Any EFI serial number has been removed or defaced.

This agreement covers

- Functionality of software as installed on the EFI product when shipped from EFI.
- Billable on-site assistance with correcting problems after installing Software updates if the correct procedures were followed and only if EFI Technical Support cannot resolve the problem over the phone.
 - o Note: On-Site assistance is based on availability and the published price or, Billable on-site assistance with correcting problems after installing third party software if the procedures have been followed and the third-party software is on EFI's approved list and only if EFI Technical Support cannot resolve the problem over the phone. On-Site assistance is based on availability and the cost published price.

This agreement does not cover

- Print engine or print controller services.
- Installation or training on optional items, hardware.
- Installation of third party software.
- Service on EFI software that is not operating to specifications due to End user installing a new version of an operating system on the server.
- Onsite technical support.
- Repair/service on EFI's software that is not operating to specifications due to End user installing new hardware (such as new hard drive, video card, SCSI card, etc.) on the server.
- Repair/service on a EFI software that is not operating to specifications due to End user installing third party software (MS Office, CorelDraw, MS Publisher, etc.) on the base server that is not on EFI's approved software list and for which the End user did not first contact EFI Technical Support for authorization and/or procedures.
- Re-training of employees.
- Support of computers (Macintosh or PC) that do not have EFI 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 an EFI Technical Support representative.
- Seminar, on-site, or Web Ex Professional Training services.
- Maintenance patches below maintained versions.
- Defect correction below maintained versions.
- Questions on PC applications programs.

In the event any equipment covered by this Agreement is moved to a different location, EFI must be notified in writing to ensure continuous service coverage.

End User Responsibilities under this Software Support and Maintenance Agreement

Every end user is responsible for the end user's data, and the general maintenance of the EFI Software. Listed below are additional and specific responsibilities of the end user with respect to the EFI Software:

- Loading upgrades of EFI Software in a timely manner
- Ensuring that EFI Software users and a system administrator are adequately trained in the operation of the EFI Software and associated duties
- Designating a system administrator or primary contact
- Verification of data
- Monitoring and maintaining database and application file sizes
- Timely reporting to EFI support of unusual situations
- Maintaining hardware proper environment including proper temperature and humidity
- Payment prior to desired effective time and coverage of SMSA. Service can be withheld for non payment of support fees.

Hardware Support

Fiery Central Hardware

The Fiery Central software support and maintenance agreement does not include support for the Fiery Central hardware. If support is needed for your Fiery Central hardware, please contact your Fiery Central reseller or dealer.

WARRANTY; LIMITATION OF LIABILITY

THE WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESSED, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EFI SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF SECURITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS AND THEIR EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION. NO EFI DEALER, AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS AGREEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EFI BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY, OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, DOWNTIME, GOODWILL, BUSINESS INTERRUPTION, WORK STOPPAGE, LOSS OF BUSINESS INFORMATION, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL OR PECUNIARY DAMAGES OR LOSSES OCCASIONED BY THE USE OF OR INABILITY TO USE THE EFI SOFTWARE. DAMAGE TO OR REPLACEMENT OF EQUIPMENT AND PROPERTY, AND ANY COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM DATA STORED IN OR USED WITH EFI'S PRODUCTS. THIS LIMITATION SHALL APPLY EVEN IF EFI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.