

## Tier 1 Software Maintenance and Support Agreement (SMSA) for EFI's PrintMe Mobile Software

EFI™ support agreement (Agreement) obligations are limited to the terms set forth:

### Software maintenance deliverables and expectations

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

- Telephone and email support in English during business hours (see contacts below)
- Software updates and upgrades
- Access to other services and information using our on-line systems

### Support case submission requirements

To obtain support under this agreement, you, the end user, 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/license 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

Tel: 888.334.8650 (Toll free)  
770.448.7074  
Select Option 6 for PrintMe Products

Email: [Printmemobile-support@efi.com](mailto:Printmemobile-support@efi.com)

Support is available Monday to Friday from 8:00 a.m. – 8:00 p.m. Eastern Time, excluding holidays

EFI Support Contacts for Europe

Tel: DE:+49 2102 745-4500  
NL:+31 20 658-8080  
UK:+44 12462-98085

Email: [Printmemobile-support@efi.com](mailto:Printmemobile-support@efi.com)

Support is available Monday to Friday from 9:00 a.m. – 5:00 p.m. CET, excluding holidays

### Non-refundable Support and Maintenance fees

The PrintMe Mobile solution purchase includes a required 12-month support and maintenance agreement that begins on the date the system was activated. Renewals for annual maintenance take effect on the expiration date of the initial agreement. Annual maintenance must be purchased to receive support. If an annual agreement is not renewed when the initial support agreement expires, support services and/or software upgrades/updates will not be delivered until an agreement is purchased. Support and maintenance coverage status must be the same for all printer connections on a single host machine, regardless of the installation date of the individual licenses.

### 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. At this time, 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.

Resolution shall mean closure of a customer issue through EFI or escalation to the next Tier of support, and may include, but is not limited to: provision by EFI of a downloadable file, new version of client application, 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.

Priority level	Median Response Time	Median Resolution Time
Priority 1	1 business hour	1 business day
Priority 2	4 business hours	2 business days
Priority 3	8 business hours	5 business days or next release

- Note: This agreement applies only to software manufactured by or for EFI that can be identified by the EFI trademark, trade name, or EFI trade logo affixed to them. Any support for third party hardware, including monitors, or software installed by EFI on the Server product or sold along with the Software product, is provided by the hardware or software vendor, not EFI. EFI does not warrant any products that are not EFI products.

### 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.

#### This agreement does not cover

- Print engine or print controller services.
- Installation or training on optional items, or hardware.
- Modifying the customer environment.
- 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.
- Repair/service on EFI's software that is not operating to specifications due to end user installing new hardware (such as a modem, sound 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 Support Agreement**

Every end user is responsible for 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 Software Support of unusual situations.
- Maintaining a proper hardware environment including proper temperature and humidity.
- Payment prior to desired effective time and coverage of SMSA. Service can be withheld for nonpayment of maintenance fees.

### **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, YOU AGREE THAT THE ENTIRE LIABILITY OF EFI AND ITS SUPPLIERS FOR ALL CLAIMS RELATED TO ANY SOFTWARE, PRODUCT, SERVICES, AND/OR THIS LICENSE AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, UNDER STATUTE, OR OTHERWISE), SHALL BE LIMITED TO THE AMOUNT PAID BY YOU, IF ANY, FOR THE EFI SOFTWARE. YOU AGREE THAT SUCH AMOUNT IS SUFFICIENT TO SATISFY THE ESSENTIAL PURPOSE OF THIS LICENSE AGREEMENT AND THAT SUCH A LIABILITY IS A FAIR AND REASONABLE ESTIMATE OF ANY LOSS AND DAMAGE LIKELY TO BE SUFFERED IN THE EVENT OF ANY WRONGFUL ACT OR OMISSION BY EFI AND/OR ITS SUPPLIERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EFI AND ITS SUPPLIERS BE LIABLE FOR COST OF PROCUREMENT OF SUBSTITUTE SOFTWARE, PRODUCTS OR SERVICES, LOST PROFITS OR DATA, THIRD PARTY CLAIMS, OR ANY SPECIAL, INDIRECT, RELIANCE, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, RELATED TO ANY SOFTWARE, PRODUCT, SERVICES AND/ OR THIS LICENSE AGREEMENT. THIS LIMITATION SHALL APPLY EVEN IF EFI AND ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.