

Software Maintenance and Support Agreement (SMSA) for Fiery Prep-it Software



Fiery® Prep-it™ software maintenance and support agreement (“SMSA,” or this Agreement) obligations are limited to the terms set forth here:

1. Software maintenance and support deliverables and expectations

Support services and/or software upgrades/updates will be available during the initial or renewal term of this Agreement. The initial term is 12 months from the date the software was first shipped from Fiery. Pricing for Fiery Tier 1 support services for the software are on a per-license basis. All SMSA fees are non-refundable, and services are non-transferable. This agreement covers the functionality of the software as shipped from Fiery.

During the term of this agreement, Fiery will provide Customer (“you”):

- All software updates and upgrades including full version upgrades at no charge. Does not include third-party software updates. Excludes shipping cost if applicable,
- Tier 1 support: Telephone, Fiery Communities, and email support during local Fiery business hours (See contacts below)

2. Activation

To obtain maintenance and support under this agreement, you must register your software. See your product documentation for instructions on how to register.

3. Support case submission requirements

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

- Contact Fiery Technical Support at one of our global locations (See contacts below). 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 Fiery:
 - Name and location of the unit
 - Dongle ID number or serial number for the software or license activation code for the software
 - Date of product installation/activation
 - Version of software
 - Chronology of the event and any on-site visits by Fiery or third-party support specialist
 - Name, description, and release number of other software that was resident on the hardware at the time that the suspected Fiery product failure occurred
 - The computing environment (OS, platform, etc.)
 - Description of recent changes to the hardware and software of the machine where the failure is occurring

4. Support organization contact and information

Please visit the Fiery Support website for support and contact information: [Fiery Prep-it support](#).

5. Renewals

The agreement can be renewed for an additional 12-month period (s) at the then-current rates for Fiery support



6. Response and resolution

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

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

7. 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 a Fiery Authorized Service Provider
- The product has been modified without the written permission of Fiery
- Any Fiery serial number has been removed or defaced

8. This agreement does not cover:

- Printer or print controller services
- Installation or training on optional items or hardware
- Installation of third-party software
- Service on Fiery software that is not operating to specifications due to the Customer installing an unsupported operating system on the CPU where the software is used, or attempting to use software on a system that does not meet the minimum system requirements defined for the software
- Onsite technical support
- Repair/service on Fiery software that is not operating to specifications due to Customer installation of new hardware on the computer where the software is used
- Re-training of employees
- Support of computers (Macintosh or PC) that do not have Fiery software on them, or service or support if the software product is damaged due to the Customer removing or deleting files or removing or attempting to remove hardware — unless instructed to do by a Fiery Customer Support representative
- Seminar, on-site, or remote Professional Training services
- Defect correction below maintained versions
- Questions on applications or programs other than this software

9. Customer responsibilities

The Customer is responsible for their own data and the general maintenance of the software. Listed below are additional and specific responsibilities of the Customer with respect to the software:

- Registering the software with Fiery
- Loading upgrades of software in a timely manner
- Ensuring that software users and system administrator are adequately trained in the operation of the software and associated duties
- Designating a system administrator or primary contact
- Verification of data
- Timely reporting to Fiery Technical Support of unusual situations



- Maintaining proper hardware environment, including temperature and humidity
- Timely payment of applicable fees prior to any support services, which can be withheld for non-payment

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, FIERY 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 FIERY 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 FIERY 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 FIERY 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 FIERY PRODUCTS. THIS LIMITATION SHALL APPLY EVEN IF FIERY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE

FIERY PREP-IT SOFTWARE SMSA

Fiery, LLC is a leading provider of digital front ends (DFEs) and workflow solutions for industrial and graphic arts print industries. With over 2 million DFEs sold globally, our innovative software and cloud-based technologies deliver stunning color and exceptional print quality on a broad range of production printing devices. Our customer base includes commercial print, packaging, signs and display graphics, ceramics, building materials, textiles and other specialty applications. With over 30 years of excellent support and service, Fiery has built an unmatched community of customers and partners.



Nothing herein should be construed as a warranty in addition to the express warranty statement provided with Fiery products and services.

ColorGuard, ColorRight, Command WorkStation, ColorWise, Fiery LLC, Fiery, the Fiery logo, Fiery Compose, Fiery Driven, the Fiery Driven logo, Fiery Edge, Fiery Essential, Fiery HyperRIP, Fiery Impose, Fiery Impress, Fiery ImageViewer, Fiery Intensify, Fiery JobExpert, Fiery JobFlow, Fiery JobMaster, Fiery Prep-it, Fiery Prints, the Fiery Prints logo, Fiery TrueBrand, FreeForm, MicroPress, IQ, PrintMe, RIPChips, RIP-While-Print, Spot-On, Spot Pro, and WebTools are trademarks or registered trademarks of Electronics For Imaging, Inc. and/or its wholly owned subsidiaries in the U.S. and/or certain other countries. All other terms and product names may be trademarks or registered trademarks of their respective owners and are hereby acknowledged.