



Tier 1 Software Maintenance and Support Agreement for Fiery Color Profiler Suite Software

Fiery's obligations under this Software Maintenance and Support Agreement ("SMSA" or this "agreement") for Fiery Color Profiler Suite Software ("the Software") are limited to the terms set forth below:

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-transferrable. This agreement covers functionality of 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. Excludes shipping cost if applicable.
- Does not include other 3rd party software updates.
- Tier 1 support: Telephone 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 Fiery Color Profiler Suite 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. 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:
 - o Name and location of unit
 - o Dongle ID number or Serial number for the Device or License Activation Code ("LAC") for the Software
 - o Date of product installation/activation
 - o Version of software
 - o Chronology of the event and any on-site visits by Fiery or third-party support specialist
 - o Name, description, and release number of other software that was resident in the hardware at the time that the suspected Fiery product failure occurred.
 - o Computing environment (OS, Platform, etc..)
 - o Description of recent changes that have occurred to the hardware and software of the machine where the failure is occurring

4. Support organization contact and information:

Please email Fiery support at profilersupport@fiery.com or visit the Fiery Support website for support and contact information: <https://www.fiery.com/support-and-downloads/product-support/>

5. Renewals

The agreement can be renewed at any time during the initial term for an additional 12 months period at Fiery's then-current rates. Please contact your reseller for more information.





6. Response and resolution

Response shall mean positive acknowledgement (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.

Resolution shall mean closure of a customer issue through Fiery and may include but is not limited to: provision by Fiery of a downloadable file, new version of Software, 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 that may be taken to achieve 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 an Fiery Authorized Service Provider.
- The product has been modified without 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 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's software that is not operating to specifications due to Customer installing new hardware on 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 customer removing or deleting files, or removing or attempting to remove hardware unless instructed to do by an Fiery Customer Support representative.
- Seminar, on-site, or remote Professional Training services.
- Defect correction below maintained versions.
- Questions on applications or programs other than the Software

9. Customer responsibilities

Customer is responsible for its 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 a 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 hardware proper environment including proper temperature and humidity
- Timely payment of applicable fees prior to any support services, which can be withheld for non-payment.





10. EFI-supplied spectrophotometer

Service for the ES-x000 spectrophotometer that may be included with the Color Profiler Suite Software is delivered through the printer manufacturer or reseller and is not covered under this agreement

11. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY

FIERY LLC MAKES NO REPRESENTATIONS OR WARRANTIES TO ANY PERSON OR ENTITY WITH RESPECT TO THE SUPPORT SERVICES, SOFTWARE, OR ANY OF PORTION THEREOF, WHETHER EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FIERY LLC 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.

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