

Tier 1 Software Maintenance and Support Agreement (SMSA) for Fiery Options Software



Fiery software maintenance and support agreement ("SMSA" or this Agreement) obligations for Fiery JobFlow, Fiery JobFlow Pro, Fiery JobMaster, Fiery JobMaster/Impose, Fiery Color Profiler Suite and Fiery Central, are limited to the terms set forth:

Software maintenance and support deliverables and expectations

Fiery will provide to you, the end customer, during the initial or renewal term of this agreement. The initial term shall be twelve (12) months, or the duration of the software license term purchased, beginning on the date the software is first shipped or downloaded 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 functionality of software as shipped or downloaded from Fiery.

- Telephone support during business hours (See Support organization contacts below)
- Software updates and upgrades, including full version upgrades, to conform to documentation for end users who are covered under this Agreement.
- Does not include 3rd party software updates
- 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 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 via email, <https://communities.fiery.com> or over the phone.
- Provide the following information when contacting Fiery:
 - o Name and location of unit.
 - o Serial number or LAC (license activation code) 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 Fiery 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 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.

Support organization contacts

Product	Website
Fiery Product Support	Fiery Support Contact Information

Software Support

The initial term of the agreement is 12 months from the date support is purchased from Fiery. 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.

- Fiery will provide ONLY Tier 1 support to end users under a current software support agreement
- Pricing for Fiery 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 Fiery 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.

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Renewals

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

Response and resolution service levels

Response shall mean positive acknowledgement (either written or verbal) from Fiery that Fiery has received information from the end user regarding a question with the Software and that Fiery is investigating the details. Fiery 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. Fiery 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 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.

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

This agreement covers

- Functionality of software as installed on the Fiery product when shipped from Fiery.
- Billable on-site assistance with correcting problems after installing Software updates if the correct procedures were followed and only if Fiery 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 Fiery's approved list and only if Fiery 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 Fiery 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 Fiery'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 Fiery 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 Fiery's approved software list and for which the End user did not first contact Fiery Technical Support for authorization and/or procedures.
- 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 Technical Support representative.
- Seminar, on-site, or remote Professional Training services.
- Maintenance patches below maintained versions.

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- 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, Fiery 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 Fiery Software. Listed below are additional and specific responsibilities of the end user with respect to the Fiery Software:

- Loading upgrades of Fiery Software in a timely manner
- Ensuring that Fiery Software users and a system administrator are adequately trained in the operation of the Fiery 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 Fiery 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 Hardware

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

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