

## **QUOTE SOFTWARE TECHNICAL SUPPORT RENEWAL AGREEMENT**

This is a legal agreement between you, the End User, and Quote Software. Payment of the Technical Support Renewal indicates acceptance of this contract. The license agreement between the parties, continues to govern all relations between Quote Software, Inc. and the Customer.

### **1. Services Included with Technical Support Renewal**

- **Phone- or Web-based training** for initial setup and / or refresher training.
- **Updates and update installation** assistance, when updates are available. “Updates” are defined as all revisions, corrections and maintenance releases to the Software. Issued as needed at the sole discretion of Quote Software, Inc. (This does NOT include “Upgrades,” defined as software enhancements that accomplish SIGNIFICANT structural, functional, and performance improvements, and that may incur significant development costs, and therefore may necessitate imposing a separate charge).
- **Technical Support.** Technical Support is defined as:
  - a. Providing remote assistance (via telephone, e-mail, web, etc) with setting up and using the QuoteExpress software and / or associated hardware and software.
  - b. Providing remote assistance to help the user solve specific problems with the program. This may include creating a fix, patch, or update that may be made available to all customers, or creating a temporary resolution or work-around correction.
  - c. Providing general advice and information about the program and program settings.

**2. Limitations And Exclusions** In order for us to maintain our service standards and pricing of the Technical Support Renewal, we must make certain limitations on the amount of service you can receive under your Renewal contract.

- Quote Software, Inc. shall make a best effort to correct all software problems, provide product updates, or develop a reasonable alternative solution for such problems (such as providing a temporary correction or temporary methods of circumvention). However, some issues may not be correctable to the customer’s complete satisfaction within a reasonable amount of time and expense. Quote Software does not and cannot guarantee resolution of every technical support issue. Quote Software will make the sole determination whether an issue can be solved within reasonable time and expense.
- We will make a limited, good-faith effort to assist with third-party software and hardware that may interact with QuoteExpress software such as (but not limited to) Windows, Excel, security products, and the like. Our intention is to assist you in having your product work in an acceptable fashion; however, the amount of time spent working with third-party programs is limited and entirely up to the discretion of Quote Software, Inc. Quote Software accepts no liability for any errors or damages occurring due to our attempts to assist with third-party software or hardware.
- We will make our best effort to respond to your questions. Normally, you should hear back from us within minutes. But there is no guarantee of response time. Sometimes a reply might take as long as 24 hours. If you do not get a reply to a question by the next business day, please call back and request a response.
- A maintenance subscription does not cover on-site visits, consultation, or custom programming. Please contact your salesperson or the business office to discuss these items which generally include additional expenses.
- Patches are applied to the latest version of QuoteExpress. If you find a bug and we fix it, we can send you a patch against the latest version of QuoteExpress. We cannot promise that we will be able to fix older versions of QuoteExpress and may require you to update to a newer version of QuoteExpress in order to take advantage of the latest patch.
- **We cannot offer custom programming as part of your Technical Support Renewal.** Any new features requests submitted by customers will be given appropriate consideration, but that is no guarantee that the requested features will be implemented. Requested features that are implemented may be made available to all customers. Custom Programming services can be purchased via separate contract by contacting the Sales or Business Office.
- We have no obligation under this agreement to support the following: Non-current versions of the product, software problems created by customer negligence, software problems resulting from hardware malfunction, and software used on operating systems other than Windows XP or Vista. However, we may choose to assist with these issues at our sole discretion. Quote Software accepts no liability for errors or damages that occur resulting from our Technical Support assisting with the previous items.

**3. Grant of License** By its acceptance hereof, hereby grants to End User (Customer), a Technical Support Renewal Contract for the QuoteExpress program (the Product), the herein described supplemental support service to the software license.

**4. Term & Termination** The Technical Support Renewal will become effective the date Quote Software, Inc. receives a one year Technical Support Renewal payment. This agreement will expire one year from the date that the technical support last expired, unless terminated by either party by reason of and upon any violation of the terms and condition herein. All benefits flowing to licensee under this support contract are dependent on licensee's status as a licensee in good standing.

**5. Limitation of Liability and Indemnification** Quote Software, Inc. is not liable for damages including, but not limited to, general, special or consequential damages occurring out of or in connection with consulting services, training, maintenance services or application advice provided to aid in the implementation of Licensed Software. Licensee is exclusively responsible for the supervision, management, and control of its use of the Licensed Software.

Quote Software, Inc. shall not be liable for any manner of loss or damage arising out of the use of the materials provided hereunder. Further, Quote Software, Inc. shall not be obligated to indemnify the Licensee in any manner for any loss which Licensee may experience, of any kind or nature, arising out of the use of the materials.

**6. Limitations** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue to be in full force without being impaired or invalidated in any way. This Agreement constitutes the entire Technical Support agreement between the End User and Quote Software.

**7. Notices** Any notices required to be given or which shall be given under this agreement shall be in writing delivered by first-class mail. Notices shall be addressed to the parties as follows:

**Business Manager, Quote Software, Inc., 72 W. Broadway Ave, Suite 201, Eugene, Oregon 97401**

**8. Warranties** End User agrees to accept the Licensed Materials on an "as is, with all defects" basis. Quote Software, Inc. makes no warranties, express, implied in law or in fact, including any implied warranty of merchantability or fitness for a particular purpose, or results obtained from Licensee's use of Licensed Materials, or that the use of any Licensed Materials will not infringe on any patent, copyright or trademark or other rights.

**9. Assignment** This agreement shall inure to the benefit of and be binding upon the parties, and their respective successors and assigns. This agreement shall not be assigned by either party without the written consent of the other party thereto.

**10. Jurisdiction** This agreement shall be interpreted, enforced and construed according to the laws of the State of Oregon.

**11. Entire Agreement** This agreement and the Software EULA contains the entire agreement between the parties with respect to the subject matter hereof, and it shall not be modified or amended except by an instrument in writing signed by both parties hereto.

**SOFTWARE EULA (End-User License Agreement)**

The QuoteExpress SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold. The QuoteExpress software license does not have an expiration date, but is subject to termination if the licensee breaches the terms of this license. Quote Software, QuoteExpress, QuoteExpress FABshop, and the Quote logo are trademarks of Quote Software.

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