

LRS Software Maintenance Terms

These LRS Software Maintenance Terms (“Maintenance Terms”) describe the standard maintenance and support services (“Maintenance”) provided by Levi, Ray & Shoup, Inc. (“LRS”) to customers that have paid all applicable Maintenance fees for LRS software that was licensed by LRS or by an authorized reseller (“Software”). By ordering and paying for Maintenance, you accept and agree to these Maintenance Terms.

For term licenses, Maintenance is included during the license term. For perpetual licenses, Maintenance is purchased separately. If Maintenance is purchased through an authorized reseller, the reseller’s maintenance terms may apply between you and reseller; consult the reseller’s terms.

Maintenance is only provided in conjunction with the current release of the Software and the release immediately preceding the current release of the Software.

Maintenance Includes

- Access to the LRS support portal for registered users which includes generally available improvements, fixes, modifications, changes, user exits, filters, and new releases and versions of the Software and any documentation updates.
- Issuance of license keys, including license keys required to enable the Software to operate on new or replacement hardware.
- Telephone and electronic support during LRS business hours in the languages listed on the LRS support site. LRS-observed holidays posted on that page are excluded.
- Emergency telephone support is available every day of the year, 24 hours a day. LRS will use commercially reasonable efforts to respond to Critical Problems within two hours or less. “Critical Problem” means a problem caused by the Software resulting in a material interruption to your business operations.

Contacting Support

- Contact your local LRS office during its standard business hours. Contact details and hours are available on the support site: <https://www.lrsoutputmanagement.com/support/>. Outside those hours, contact another LRS office that is open and able to provide assistance in the applicable language.
- 24×7×365 emergency support is available for Critical Problems by calling the English-speaking emergency support team at LRS headquarters at +1 (217) 793-3800 and following the voice prompts to reach an on-call support specialist.

Maintenance Fees

- Maintenance fees are due annually in advance on the applicable Maintenance due date and are based on the then current Maintenance price list in effect.
- Upon your request, LRS may pro-rate fees to align payment due dates for multiple Software products to a single Maintenance due date.
- If Maintenance lapses and you elect to reinstate Maintenance, you must pay all annual Maintenance fees that would have been due during the lapse, up to the amount required to re-license the Software.

Service Warranty

- LRS warrants that for the 12-month Maintenance term, Maintenance services will be performed with reasonable care and skill.
- Except as expressly stated, LRS makes no other warranties regarding the Software or Maintenance, including implied warranties of merchantability, accuracy, or fitness for a particular purpose.
- Your exclusive remedy for breach of this service warranty is repair or replacement of the affected Software. If LRS cannot complete the repair or replacement in a reasonable time, you may

terminate Maintenance for the affected Software and receive a refund of Maintenance fees paid for that Software product during the twelve (12) months preceding the breach.

Limitation of Liability

- LRS's total liability arising from Maintenance is limited to the Maintenance fees paid for the affected Software during the twelve (12) months preceding the event giving rise to the claim.
- LRS is not liable for incidental, consequential, punitive, special or indirect damages, including loss of data, profits or use, even if advised of the possibility of such damages.

Termination

- Either party may terminate Maintenance if the other party materially breaches these Maintenance Terms and fails to cure within thirty (30) days after receiving written notice.
- Maintenance terminates automatically if the underlying license agreement terminates.
- You may terminate Maintenance at any time by written notice. No refunds will be provided upon termination except as expressly set forth in the warranty section.

General Provisions

- You are responsible for providing reasonably necessary information, access and cooperation to enable LRS to provide Maintenance.
- LRS may update these Maintenance Terms from time to time, with updates applying only to Maintenance services provided after posting. These Maintenance Terms, as updated, constitute the parties' entire agreement regarding Maintenance services, unless superseded by a written agreement signed by both parties.
- If any provision of these Maintenance Terms is held invalid, the remaining provisions remain in full force and effect.
- The terms and conditions contained or referenced in any purchase order, request for proposal, acknowledgment or other business form submitted in connection with the subject matter of these Maintenance Terms shall not have any effect on the rights, duties or obligations of the parties hereunder, nor otherwise modify these Maintenance Terms, regardless of any failure of LRS to object to such terms and conditions.
- Maintenance does not include professional services, custom development or support for non-LRS products.