



## Software Support & Maintenance Agreement

This Software Support and Maintenance Subscription Agreement ("Subscription") is entered into by and between Visix and Client as of the later date signed below (the "Effective Date"). The Parties acknowledge and agree this Subscription is an Exhibit of the Master Agreement.

### 1.0 DEFINITIONS.

- 1.1 **"Anniversary Date"** means the date one year after the Commencement Date and such annual date thereafter that arises until the termination of this Subscription.
- 1.2 **"Commencement Date"** means the Effective Date of the Subscription or the date from which the parties agree the Maintenance Services shall be provided, whichever is the earlier.
- 1.3 **"Designated Equipment"** means the computer hardware as identified in the original packing slip and/or Quote in accordance with the terms of this Subscription.
- 1.4 **"Intellectual Property Rights"** shall include patents, trademarks (registered or unregistered), copyright, database right, designs (registered or unregistered), confidential information or know-how, or any rights of a similar nature existing anywhere in the world.
- 1.5 **"Maintenance Charges"** means the payments due from the Client to Visix set out on the Quote.
- 1.6 **"Maintenance Services"** means the software support and maintenance services provided by Visix to the Client including a telephone help line, provision of New Releases and other services specified in the Quote.
- 1.7 **"New Release"** means the latest version of the Software, including any updates, revisions or modifications to be released by Visix or a third party.
- 1.8 **"Software"** means the computer programs and associated documentation listed in the Quote which are provided to Client by Visix and in respect of which Visix is either the owner or authorized reseller of software owned by a third party.
- 1.9 **"Software License Agreement"** means the license agreement between the Client and Visix for the Visix Software.

### 2.0 SERVICES.

- 2.1 The Subscription entitles Client to receive downloadable software upgrades for the Visix Software at no additional cost.
- 2.2 As part of the Subscription, Client may be selected to receive a free copy of beta software for an insider's look into the next release, allowing Client to contribute feedback and giving Client a head start on the newest release of the product.
- 2.3 The Subscription will entitle Client to priority support for routine short-duration installation, software upgrade, and usage questions.
- 2.4 The Subscription will entitle Client to Maintenance Services at no additional cost between 08:00 and 20:00 Eastern Time Monday to Thursday, and 08:00 and 17:00 Eastern Time Friday, excluding published holidays, unless otherwise agreed in writing. Visix shall use its reasonable efforts to assist Registered Users (as defined below) in the resolution of problems identified by the Client to Visix and Visix shall recreate where possible, using the latest unaltered release of the Software. The provisions of this clause shall also apply to the previous unaltered release of the Software for a period of six (6) months following the issue of the next New Release. Visix reserves the right to require the user to purchase and install a software update when Visix reasonably expects that doing so will resolve the problem.



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- 2.5** When notifying Visix of a problem the Client must provide Visix with an example of the problem, a listing of the related interactive command or batch job and a written explanation of where the Client thinks the problem lies.
- 2.6** If requested by Visix, the Client shall permit Visix or its representatives full access to the Software and the Designated Equipment during working hours so that Visix can carry out its obligations under this Subscription.
- 2.7** Visix shall advise the Client of any New Releases that are being incorporated into the Software as soon as practicable.
- 2.8** On the Client's request a copy of the Software incorporating the New Release will be sent to the Client in machine-readable form. The terms and conditions and license provisions governing the use of any New Release shall be the same as those governing the initial provision of the Software.
- 3.0** **CLIENT OBLIGATIONS.** Client shall be responsible for maintaining sufficient suitably trained technical staff to operate and maintain the Software on a day to day basis, including backing up the Software and report handling. Client is required to register the Visix system in accordance with instructions provided by Visix and to identify up to four individuals ("Registered Users") who are authorized to request support services from Visix. Client agrees to pay the listed fees for services requested by a Registered User.
- 4.0** **TERM.** This Subscription shall remain in force for a minimum period of one (1) year from the Commencement Date and will end thereafter unless otherwise specified in writing or terminated earlier under the Master Agreement or by either Party upon giving ninety (90) days' written notice.
- 5.0** **PAYMENTS.** Client shall pay Visix the annual Maintenance Charges set out on the Quote on the Commencement Date and thereafter annually, after receipt of invoice, in advance on each anniversary of the Commencement Date. In addition, Client shall pay applicable fees as listed on the Quote. In the event that any of the Maintenance Charges remain unpaid for more than thirty (30) days after it has become due for payment, Visix shall be entitled to withdraw the Maintenance Services.

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