

This Software Maintenance Agreement ("Agreement") is between the licensee receiving this agreement ("Licensee") and Simple Software.

#### DEFINITIONS

"Software" means all or any portion of Simple Software's proprietary software technology accessed or downloaded from a Simple Software-authorized Web site or delivered on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

#### TERM AND FEE

The initial term of this Agreement will begin on receipt of order (renewal date) and will continue for twelve (12) consecutive months at the fee(s) noted in the Simple Software Quotation or Invoice. Thereafter, Licensee may continue the service for annual maintenance and updates at the then current fee. Payment is due annually on or before the renewal date. To reinstate lapsed maintenance, maintenance fees from the date maintenance lapsed, in addition to the current fees, must be paid. Reinstated maintenance will expire at the next renewal date, NOT twelve (12) months from the date of the reinstatement. Likewise, Licensee must have current maintenance for ALL licenses of Simple Software products in order to receive support or updates. Maintenance fees are nonrefundable.

#### SOFTWARE MAINTENANCE AND UPDATE SERVICE

Simple Software provides technical support in response to specific inquiries as well as software maintenance by way of patches, updates, and upgrades as applicable. Maintenance is composed of technical support, updates, and other benefits. Simple Software will support/maintain the Software for a period of twelve (12) months. Software maintenance will apply only to unmodified Software and commercially released updated versions of the Software. Software updates are provided only for standard hardware platforms and operating systems supported by Simple Software as described in the Software documentation. Licensee is responsible for making or arranging for updates to interfaces for nonstandard devices or custom applications.

Simple Software supports users with the installation and maintenance of the Software, assistance in solving problems arising from the use of the Software, hardware interfacing of peripheral devices, and logging of enhancement requests and problems or issues submitted by the user.

Licensee may contact Technical Support at:

**E-mail:** [support@SimpleIndex.com](mailto:support@SimpleIndex.com)

**Telephone:** 865-637-8986, Option 2

**Web or Chat:** <http://www.simpleindex.com/Support.asp>

**Hours:** 9:00 AM to 5:00 PM Eastern time (Monday through Friday, except Simple Software holidays)

#### LIMITATION OF LIABILITY AND REMEDIES

Simple Software will use commercially reasonable efforts to provide corrections or workaround solutions for any problem or issue reported and determined to be in the Software or the documentation at no cost to Licensee for the term of this Agreement. While it is Simple Software's goal to provide an acceptable resolution for incoming problems/issues and incidents, Simple Software cannot predict a resolution time and is unable to guarantee that all problems or issues can be resolved or addressed.

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