

Inmagic Canada Software Annual Support and Maintenance Program

Inmagic Canada Software, a division of SydneyPLUS International Library Systems ("Inmagic") provides technical support and software updates to our customers, under Inmagic's Annual Support and Maintenance Program ("Program"). The entitlements provided, and the policies under which the Program is rendered, are described in this document. These policies are not a contract and Inmagic may elect to change its Annual Support and Maintenance Program at anytime without notice.

1. **Support and Maintenance Program.** Inmagic offers the Program to Licensees of its Software ("Customer"), which is licensed under an Inmagic authorized Software License.
2. **Program Fees.** Customer may subscribe to the Program by paying the annual maintenance fee, or may receive the Program as an entitlement with a subscription or hosted license. The maintenance fee for each successive one-year term shall be due and payable no later than the last business day of the then current term and is non-refundable. Customer may be required to pay an additional fee if the Program lapses and is subsequently resumed. Customer purchasing additional software or modules during any term of this Program may be required to pay additional Program fees for the additional software or modules.
3. **Term.** The Program for new software typically is a one year term (however multi-year terms are available on most products), beginning on the date the software is shipped. The term of the Program will be included on the Program renewal notice. Inmagic or your local reseller will endeavor to send a renewal notice prior to expiration of your current maintenance term. The Program will automatically terminate: (i) upon termination of the Software License Agreement; (ii) in the event that Customer fails to pay the then current Program fee when due.
4. **Annual Support and Maintenance Program Entitlements.** The Program shall include the following Customer entitlements:
 - a. **Telephone and Email Support:** Inmagic will provide unlimited telephone and email support during Inmagic's normal business hours, from 8:30 am through 5:30 pm Monday through Friday, Eastern Standard Time, excluding Inmagic holidays. Such support will include the opportunity to consult with a member of the Inmagic technical support staff, who will assist the Customer with the Product capabilities, functionality and characteristics as described in the Product Specifications and provide basic problem resolution assistance as required. This assistance does not cover training, professional or consulting services.
 - b. **Technical Support contact information:**

Phone:	USA:	1-800-229-8398 ext 3;
		1-781-938-4444 ext 3;
	UK:	44-115-955-5936
Email:		support@inmagic.com
 - c. **Software Releases:** Inmagic will make available to Customer such point releases, updates, upgrades, service packs (minor patch releases resolving critical bugs) and/or enhancements to the Software which Inmagic makes generally available to its Maintenance Customers at no additional charge when available. Customers not hosted by Inmagic shall be responsible for the installation and/or upgrade of the software. In the event that Customer requests or necessitates training, professional services or implementation services for the installation or upgrade of the software or application of a service pack, the customer may request and may be billed for such services at Inmagic's standard rates then in effect. As Inmagic makes Product releases available, Inmagic reserves the right, at its sole discretion, to discontinue or modify the terms and conditions of support for non-current releases and versions. Inmagic supports the current and previous version of the Product.
 - d. **Excluded Services:** Excluded from the coverage of this program are services resulting from misuse or modification of the Software by Customer, failure or interruption of any electrical power, or any accident or other cause external to the Software, including, but not limited to problems or malfunctions related to Customer's network, database, third party software products provided by Customer, and/or workstation configurations or Customer's hardware. Such excluded services, and additional consulting services such as training, setup and technical integration may be contracted for separately at Inmagic's then current labor rates, subject to Inmagic's agreement, or at such other fee agreed upon in a writing signed by both parties.
 - e. **Customer's Responsibilities:** Customer is responsible for (i) notifying Inmagic of all problems for which Customer requires assistance, and (ii) allowing, if necessary, access to the Software, and (iii) the assistance of a qualified Customer representative, so that Inmagic can provide the entitlements hereunder.
 - f. **Support Knowledgebase:** Customer will have 24/7 access to the Inmagic Support Knowledgebase.
 - g. **Customer Entitlements:** Include access to the customer extranet; immediate reply to email inquiries submitted via support@inmagic.com and four (4) business hour response time to inquiries submitted via voicemail.
5. **Limited Warranty.** INMAGIC WARRANTS THAT THE PROGRAM ENTITLEMENTS WILL BE PROVIDED IN A WORKMANLIKE MANNER IN ACCORDANCE WITH INDUSTRY STANDARDS. INMAGIC MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS SUPPORT AND MAINTENANCE PROGRAM, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY OF ANY KIND RESPECTING ANY ENTITLEMENTS PROVIDED OR ANY MATERIALS FURNISHED HEREUNDER.
6. **Limitation of Liability.** THE CUMULATIVE LIABILITY OF INMAGIC FOR ALL CLAIMS ARISING UNDER OR RELATED TO THIS SUPPORT AND MAINTENANCE PROGRAM, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE PROGRAM FEES PAID TO INMAGIC WITHIN THE PRIOR YEAR. IN NO EVENT SHALL INMAGIC BE LIABLE TO CUSTOMER FOR DAMAGES FOR LOSS OF DATA, LOST PROFITS OR OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF INMAGIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.