



Annual Support and Upgrades Agreement

This Annual Support and Upgrades Agreement (“Agreement”) sets forth the terms that apply to Your purchase of Annual Support and Upgrades associated with the Software (as defined in the applicable AGI Software License Agreement).

1. BENEFITS

The following benefits are available to You under this Agreement:

1.1 Technical Support

Technical Support is available in a variety of areas in support of Software usage including: licensing, installation and configuration support; application of best practices; integration with other software; special event assistance; and other technical problem analysis.

Technical Support is typically provided remotely by AGI’s centralized technical support staff but may be supplemented with onsite support, as needed, at AGI’s discretion.

Technical Support is available from AGI’s centralized technical support staff as follows:

Hours: 7am to 7pm (EST), Monday through Friday*
Phone: 1-800-924-7244 Toll-free in U.S. and Canada*
1-610-981-8888 Outside U.S. and Canada
Email: support@agi.com
Web: www.agi.com/support (for common product support resources)

*For Technical Support outside of these hours or outside the U.S. & Canada, contact Your AGI point of contact or AGI reseller representative.

Technical Support outside of the above parameters may be available upon request.

1.2 Software Upgrades

Software Upgrades consist of new product releases which are issued periodically and may include new functionality, enhancements, and bug fixes. Software Upgrades are provided only for standard hardware platforms and operating systems supported by AGI as described in the Documentation. Software Upgrades will apply only to unmodified Software and commercially released updated versions of the Software. You are responsible for making or arranging for updates to interfaces for nonstandard devices or custom applications.

Software Upgrades are provided subject to the terms and conditions of the then current and applicable AGI Software License Agreement, available on AGI’s website at <http://www.agi.com/sla> or with the deliverable Software or upon request.

All major product releases and maintenance releases may be downloaded directly from the AGI website or shipped directly to you, upon request. Interim maintenance releases are available at <https://www.agi.com/product-explorer> or on CD-ROM, upon request.

You may upgrade to the latest product version at any time during the term of this Agreement. If you opt not to renew this Agreement, You have 60 days from the end of the Agreement term to upgrade to the latest product version available prior to the end of the Agreement term. If You request an upgrade beyond this 60-day period, You will be required to renew the Agreement in order to upgrade to the latest product version.

1.3 Software Transfers

If this Agreement is active, Software may be transferred free of charge from one computer/user to another up to three times within any annual Agreement period (see Section 2). If this Agreement is inactive, Software transfers are subject to a transfer fee dependent upon the number and type of licenses subject to transfer.

1.4. Technical Support Life Cycle

If this Agreement is active, AGI shall provide Technical Support for a previous version of the Software, up to a maximum of 5 years from the release of that version of the Software. This shall apply to all versions of the software other than maintenance releases. Upon request, at AGI’s discretion, Technical Support for versions beyond 5 years from the release may be available.

2. AGREEMENT TERM, RENEWAL AND REINSTATEMENT

The term of this Agreement shall be annual, unless otherwise stated in the applicable Ordering Documents, and must be renewed annually for ongoing access to the benefits stated above. If the Agreement is not renewed by the end of the Agreement term, all the rights and privileges associated with the Agreement shall terminate. Thereafter, the Agreement may be renewed; however, payment for the entire inactive term (i.e. the number of days the Agreement is inactive) will be required in order to renew the Agreement. In addition, a 2.5% reinstatement fee shall be applied for any inactive term of more than 30 days but less than 90 days. A 5% reinstatement fee shall be applied for any inactive term of 90 days or longer.

3. LIMITATION OF LIABILITY AND REMEDIES

During the term of this Agreement, AGI will use commercially reasonable efforts to provide You with Technical Support to address any issue or problem determined to be in the Software. While it is AGI’s goal to provide answers or solutions which address such issues or problems, AGI is unable to guarantee that every issue or problem can or will be resolved. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, AGI DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED, TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT WILL AGI BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT OR OTHER DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF TECHNICAL SUPPORT, OR A LOSS OF DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, EVEN IF AGI OR ANY AUTHORIZED AGI BUSINESS PARTNER HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR SHALL AGI BE LIABLE FOR ANY SIMILAR CLAIM AGAINST YOU BY ANY OTHER PARTY.

AGI’S OBLIGATIONS UNDER THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY OR CONTRIBUTION, SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE APPLICABLE ANNUAL SUPPORT AND UPGRADE AGREEMENT.

4. APPLICABLE LAWS

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to conflict of laws principles, except that U.S. Federal law shall govern in matters of intellectual property.

5. ENTIRE AGREEMENT

This Agreement is the complete and exclusive statement of the understanding and contract between us and supersedes any and all prior oral or written communications relating to the subject matter hereof. This Agreement may not be modified, amended or in any way altered except by a written agreement signed by both You and AGI.