

Software Maintenance Contracts

Overview

Software maintenance contracts are valid for 1 year from date of purchase and cover the license(s) listed on the customer invoice. AMT Software invoices on a yearly basis for renewal of software support.

Expiration or cancelation of software support will result in the forfeiture of the perpetual software license(s) covered by the software maintenance contract. In order to upgrade to a newer version at some point in the future, purchase of software subscription license(s) is required.

1 SOFTWARE SUPPORT RESPONSIBILITY OF AMT SOFTWARE (Product Codes: ASUxxxx)

- 1.1 AMT Software shall provide all software updates for the supported licenses that are published during the term of the agreement. Software updates are distributed by internet download through the AMT customer portal at amt-software.com. A customer login to the portal is provided as part of software support. Software updates typically include product enhancements, corrective maintenance and other technical modifications.
- 1.2 AMT Software shall provide access to all software patches published between regular software updates. Software patches are published as required to correct high severity defects and/or adapt the software to function properly for new releases of hardware or operating systems.
- 1.3 AMT Software shall provide at no cost, phone and e-mail support to assist customer with questions or problems specifically related to the installation and licensing of software updates.
- 1.4 AMT Software shall provide at no cost, one (1) Unix to Unix license transfer per supported Unix license during the term of the agreement. Additional Unix to Unix license transfers will incur a \$250 charge.
- 1.5 AMT Software shall provide at no cost a replacement of any defective Hardware Lock due to an internal failure for license(s) covered by the maintenance agreement. Physically damaged Hardware Locks will be replaced for a nominal fee. Replaced Hardware Locks must be returned to AMT Software.
- 1.6 AMT Software shall provide a dedicated e-mail address amt-support@amt-software.com for the customer to report software problems and request software enhancements.
- 1.7 AMT Software shall provide ftp access to allow the customer to upload data files as may be necessary for the resolution of software problems.
- 1.8 AMT Software shall provide ftp access for the customer to download software corrections, software updates or other data files when necessary.
- 1.9 Software support <u>does not include</u> on-site installation of software updates or software patches.
- 1.10 Software support does not include on-site application engineering support or training for software updates.
- 1.11 Software support <u>does not</u> cover non-current versions of software. Defect corrections and enhancements will only be made to future releases of software; a previous release <u>will not</u> be revised and released to the customer under this agreement.
- 1.12 Software support <u>does not</u> cover custom applications developed by the customer or 3rd parties. AMT Software makes no representation that non-AMT Software applications will function properly or at all when used in conjunction with a software update or software patch.



HelpDesk Support Contracts

Overview

HelpDesk support contracts are valid for 1 year from date of purchase and cover the license(s) listed on the customer invoice. AMT Software invoices on a yearly basis for renewal of support.

Upon expiration of the support contract, the customer may purchase a new contract at any time in the future without penalty. The new effective date will be the date of purchase of the new contract.

- 1. SUPPORT RESPONSIBILITY OF AMT SOFTWARE (Product Codes: CASxxxx)
- 1.1. AMT Software shall provide a toll-free phone number 800-280-0240 in North America to access HelpDesk support services.
- 1.2. AMT Software shall provide HelpDesk phone support Monday thru Friday from 9:00 a.m. 6:00 p.m. EST.
- 1.3. AMT Software shall provide a dedicated support e-mail address amt-support@amt-software.com for the customer to send questions, problems and issues via e-mail.
- 1.4. AMT Software will provide a technician to monitor and respond to support e-mail Monday thru Friday from 9:00 a.m. 6:00 p.m. EST.
- 1.5. Upon customer request, AMT Software will provide a customer login and password to the AMT OnTime internet defect and enhancement tracking system for the customer to input problems, suggestions and monitor progress towards resolution.
- 1.6. There shall be no limit to the number of e-mail contacts during the contract period.
- 1.7. There shall be no limit to the number of phone contacts during the contract period.
- 1.8. Customer phone calls and e-mails shall be addressed by a technician within two hours of customer contact.
- 1.9. The contract covers all AMT Software products only. Technical problems and questions related to computer hardware, computer peripherals, 3rd party application software or operating system *are not* provided for by this agreement.
- 1.10. AMT Software shall provide ftp access to allow the customer to upload data files as may be necessary for the resolution of software problems.
- 1.11. AMT Software shall provide ftp access for the customer to download software corrections, software updates or other data files when necessary.
- 1.12. AMT Software will provide technical programming support to assist the customer with their development of custom macros and scripts. Programming support is limited to guidance and provision of example code and/or recommendations.