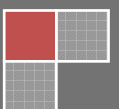


2008

Synergy-Pro Support & Maintenance

Terms & Conditions

Standard End User Support terms & Conditions are an attachment to the End User License Agreement and cover technical support, technical support locations, software updates and relocation of software products.



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Standard Support Terms & Conditions

Software support services vary depending on the service plan purchased. Specific support levels, hours of support availability, the number of eligible contacts, any response options and any technical support options or guidelines as described in Synergy-Pro's current published support documentation, which are subject to change without notice. The following terms and conditions apply to support services provided:

1. General Policies:

I. Support Incidents: SYNERGY-PRO reserves the right to limit each telephone call to one hour and to limit each contact (telephone or electronic) to one incident, which is defined as a single support issue or question. SYNERGY-PRO may also limit or terminate support service to a customer who uses the service in an irregular, excessive, abusive or fraudulent manner.

Examples of such use include a high number of calls that concern previously resolved issues, repeated posing of questions to which the answer is readily found in the documentation, and discussion of issues that are not related to technical support.

II. Person to person support: Technical Support Contacts may contact SYNERGY-PRO via SYNERGY-PRO's website ("E-Submission") or telephone to the SYNERGY-PRO regional support center specified in the Annual Maintenance Agreement ("Regional Support Center") during the applicable Regional Support Center's business hours Monday through Friday (excluding SYNERGY-PRO standard holidays) as further described in the Agreement. E-Submissions may be made at any time but responses will only be provided to Customer's Technical Support Contacts during the applicable Regional Support Center's business hours. Telephone inquiries can only be made by Customer's Technical Support Contacts during the applicable Regional Support Center's business hours and responses will only be provided to Customer's Technical Support Contacts during the applicable Regional Support Center's business hours.

III. Change of Terms & Conditions: Terms, conditions, support features, procedures, pricing and support availability are subject to change at any time without notice. SYNERGY-PRO Software Support benefits only apply to the SYNERGY-PRO product for which the SYNERGY-PRO Support Plan subscription is held. Support plan pricing, terms, conditions and availability for future plan periods are subject to change without notice.

IV. Onsite Support : Onsite support will only be available by prior arrangement and will only be available in specific regions where authorized Synergy-Pro support representatives are available. Please confirm beforehand that on-Site support will be available and the applicable terms if you wish it to be part of your support arrangements. Any costs relating to transport, accommodation, meals and any other reasonable incidental costs will be the responsibility of the client and must be agreed upon prior to the commencement of the support plan.

V. Payment: Subject to these terms and conditions and upon receipt of Customer's payment or commitment to pay for Software support services, SYNERGY-PRO will provide the Software support services identified in the applicable quotation.

VI. Technical Co-coordinator: Customer will be provided with Support Services only for a maximum of three (3) named technical support contacts ("Technical Support Contacts"). Customer will provide SYNERGY-PRO with current names, addresses and telephone numbers of a technical support contact and alternates, who have a working knowledge of the supported Synergy-Pro Software product.

VII. Support Terms: If Software support services or licensing options include technical support, and Customer has reported a Software problem to a SYNERGY-PRO' support center, SYNERGY-PRO shall use reasonable efforts to correct any Software errors or provide work-around solutions. SYNERGY-PRO' technical support will consist of providing Customer with technical advice or shipping replacement or modified Software to Customer.

2. Service Availability:

Support is limited to 12 months from the date of subscription to a SYNERGY-PRO Software Support Plan with an option to renew for a further 12 months on the date of the anniversary. Service availability may occasionally deviate from stated hours due to downtime for systems and server maintenance and observed public holidays.

SYNERGY-PRO cannot guarantee that you will not experience some delay in having one of our technical support consultants answer your query - as call volumes fluctuate so too will response time. Service may occasionally be limited or unavailable due to system downtimes, company events and training, holidays or events beyond our control.

3. Support Topic Limitations:

Inquiries are limited to the following SYNERGY-PRO product areas: installation of SYNERGY-PRO software, upgrade assistance, basic usability and basic functionality, as described in SYNERGY-PRO product documentation.

SYNERGY-PRO does not claim to resolve connectivity issues caused by third-party services, service providers, hardware or software, or networking problems.

SYNERGY-PRO phone support does not cover inquiries on general operating system, database, web server or email server issues, nor does it include application consulting or training. Our technical support consultants will make the determination of the nature of your query for these purposes.

I. Reporting Requirements: To enable SYNERGY-PRO to respond to certain Software problems, SYNERGY-PRO will require that Customer furnish SYNERGY-PRO with a test case, error logs and sufficient documentation to allow recreation of the Software problem.

II. Software support services do not include:

- a. services connected with the installation, configuration, relocation or reconfiguration of Software;
- b. support of operating system software;
- c. service resulting from misuse, accidental damage, modification of software or the use of the Software with computer hardware or materials which do not meet SYNERGY-PRO' specifications;
- d. the support of software developed by Customer, developed by SYNERGY-PRO at Customer's request or obtained from third parties;

III. Unsupported Operating Systems: SYNERGY-PRO Software Support will provide support for SYNERGY-PRO applications for a period of 90 days after the operating system's end of support date (providing the application release originally supported the operating system in question).

After the 90 day period, SYNERGY-PRO application support will be available for usage questions/issues that are independent of the operating system.

If the type of support requested by the customer is related to an SYNERGY-PRO application defect issue then support will be limited to defects that can be replicated on a supported version of the operating system. The customer may be required to upgrade to a supported version of the operating system to receive the necessary assistance and/or fix.

If a customer would like to continue to be supported on an unsupported operating system then they should request a special bid quote for a Special Support Agreement which provides support specific to the customer's environment and the ability to receive defect support in that environment.

4. Break in Support Arrangements:

SYNERGY-PRO reserves the right to decline to support any Software product that has not been on continuous support or has been modified by Customer or a third party without SYNERGY-PRO' prior written consent.

SYNERGY-PRO' software support obligations apply only to the current and immediately prior Software release, and only to the extent the Software is still generally available from and supported by SYNERGY-PRO.

Support Reinstatement Program

If you are no longer under current support contract, our Reinstatement Program can protect the investment you've made in your Synergy-Pro software products. Although sometimes economic imperatives drive the decision to move away from support, the most cost-effective way to improve designer productivity at your site is to reactivate those no-longer-supported seats.

To fully leverage your Synergy-Pro software, you must move forward with the latest enhancements. By reinstating, you can move your lapsed Synergy-Pro licenses to the latest version without repurchasing software. Our Reinstatement Program lets you upgrade your inactive Synergy-Pro software to the most current release so you can take advantage of our newest functionality and our award-winning support services.

Please note that Reinstatement Program pricing is based on the number of months you've been away from support. In addition, at the time of reinstatement, an on-going support contract for the reinstated product must be purchased.

5. Product Lifecycle:

The SYNERGY-PRO Software Support Lifecycle policy specifies the length of time support will be available for SYNERGY-PRO software that is licensed under the Standard End User License Agreement. SYNERGY-PRO software customers should confirm from the website or by getting in touch via email to legal@synergy-pro.net to track how long their version and release of a particular SYNERGY-PRO software product will be supported.

The synergy-Pro Software Support Lifecycle policy covers the entire lifecycle of a SYNERGY-PRO software product, from when the product is available for purchase to the time the product is no longer supported. Using the information on the website, customers will be able to effectively plan their software investment, without any breaks in support.

Benefits of the SYNERGY-PRO Software Support Lifecycle policy include the following abilities:

- Provide support for all products for a minimum of three years, beginning at the date the product is available for purchase (general availability date)
- Display information for bundled software, showing that all components of a product bundle are supported for the same period of time
- Provide notice at least twelve months before product support is withdrawn, giving you a reasonable period of time to use the software before migrating to a new version or release
- Establish effective dates for withdrawal of product support.
- Ensure that all components of a product bundle are supported for the same period of time
- Display all information on lifecycle dates in one location, enabling you to effectively plan your migration

This announcement covers all SYNERGY-PRO software that is licensed under the End User License Agreement (EULA). Also, this announcement does not apply to SYNERGY-PRO Software that is sold "as is."

6. Release Support Policy

Synergy-Pro provides support for the current release and one prior release. The prior release receives a different level of support than the current release, as shown in the Release Support Cycle table below. In addition, we may offer limited support, as outlined in the table, for the second or more release back. To ensure you get the greatest value from your support, we recommend you upgrade your software to the most current release, which automatically includes the latest enhancements.

Release support lifecycle

Here is the support that is offered for each release:

Level of Support Current	Current Release	1 Prior Release	2 or More releases Back (Optional)
Updates	√		
Patches (critical*)	√	√	
Helpdesk assistance	√	√	√
Online Support	√	√	√

Current Release support: includes all applicable services provided by your Synergy-Pro Support Agreement including update enhancements, defect repairs, patches, helpdesk assistance, and access to Synergy-Pro Online Support.

Support for One Prior Release: includes patches, Helpdesk assistance, and access to Synergy-Pro Online Support. Updates (both enhancements and defect repairs) are provided when you load the most current release.

Support for Two or More Releases Back: includes reasonable efforts by Synergy-Pro Support, and access to online Support. Updates (both enhancements and defect repairs) and patches are provided when you load the most current release. Support for two releases back or earlier is at the discretion of Synergy-Pro and will be provided as long as the product is viable.

Version compatibility

Generally, tools in later releases can read design data created by a given release. In the unusual case where an upward compatibility exception occurs, we may provide translators to assist you.

7. Discontinued Products Policy Guideline

Because the high technology market is fast paced and driven by change, there are times when Synergy-Pro needs to revise its product strategy. In most cases, this means adding new products and technologies.

Unfortunately, we sometimes have to discontinue products. When a product is discontinued, we will send you a letter or email outlining the discontinuation and the transition options that are available.

Options for replacing discontinued products

Synergy-Pro is committed to providing the best possible transition for discontinued products. If a software product is discontinued, this is what happens:

- If an equivalent Synergy-Pro product exists, we will generally provide you with that product.
- If there is no equivalent Synergy-Pro product, at the lowest possible cost you may be provided with an upgrade that has greater functionality than the discontinued product.
- If there is not an equivalent or upgraded Synergy-Pro product, Synergy-Pro may work with third-party software providers and encourage them to provide you with replacement functionality at the lowest possible cost.

Support for discontinued products

When a product is discontinued, you have the option of receiving software support for a limited period after which time support is no longer available. Support for discontinued products includes Support Center telephone assistance on a reasonable efforts basis.

8. Software Upgrades:

Some of the Synergy-Pro Support Plan entitle subscribers to upgrades without charge if such upgrades become available during the term of your subscription. Other support plans will require that upgrades are purchased separately. Please confirm beforehand that your support plan matches your intention regarding upgrades.

Pricing of the upgrades may vary and can be obtained from the website or from authorized vendors of the specific Synergy-Pro product. SYNERGY-PRO does not warrant that there will be any upgrades to the SYNERGY-PRO software during the SYNERGY-PRO Complete Support subscription term.

Occasionally, software updates may be available free of charge only as a download from the SYNERGYPRO website, in which instance a shipping and handling fee may apply for a CD to be sent. SYNERGY-PRO is not required to alter or upgrade any third party software including operating system software to support new Software updates. SYNERGY-PRO may, at its sole discretion, substitute products of similar functionality and features for discontinued products.

9. Limits of Liability:

Maximum liability to SYNERGY-PRO Limited, for any claim arising under the Plan will be the refund of an amount not exceeding the Plan fee paid by the Plan member. SYNERGY-PRO shall not in any event be liable for any damages of any kind, including, but not limited to, damage resulting from loss of use of software, loss or corruption of data, or loss of profits in connection with the services of a SYNERGY-PRO Support Plan.

10. Disclaimer of Warranties:

SYNERGY-PRO Support Plan services are limited to SYNERGY-PRO software products, regardless of other software or products that may be included with the SYNERGY-PRO software, either at point of purchase or by other means, including from SYNERGY-PRO, or software or products recommended by SYNERGY-PRO for use in conjunction with SYNERGY-PRO software, unless otherwise stated by SYNERGY-PRO.

11. Refund Policy

Refunds of Support Plan fees are valid within 30 days of Support Plan membership provided Support Plan member has not used the plan either with a telephone support call or email or fax. If the Support Plan member has used a Support Plan, or if a refund is requested after 30 days of joining the Plan, SYNERGY-PRO is not liable for the refund, but may give a refund at its sole discretion.

12. Relocation.

Customer will provide SYNERGY-PRO with advance written notice of the relocation of any Software product covered by support service. The relocation will be subject to SYNERGY-PRO' prior approval and its current policies and charges regarding license relocation and/or transfers.

13. Assignment

Resale, assignment, or transfer of Support Services is strictly prohibited and will be grounds for termination of the Support Terms.

14. Cancellation.

Either Customer or SYNERGY-PRO may terminate this Agreement without the prior written consent of the other by giving 60 days' written notice to the other. SYNERGY-PRO may cancel Software support services if Customer fails to comply with these terms and conditions or to pay for the services when due and such failure continues for a period of 30 days after written notice from SYNERGY-PRO.

15. Governing Law.

Unless your license agreement with SYNERGY-PRO specifically provides otherwise, these terms and conditions shall be governed by and construed under the laws of the Republic of Kenya.

Notice specific to software available on the Synergy-Pro website

Any software downloaded from this website is governed by the terms of the end user license agreement (EULA), which accompanies or is included with the software. Any reproduction or redistribution of the software not in accordance with the EULA is prohibited by law.

Without limiting the foregoing, reproduction or copying of the software to any other server, site, or location for subsequent reproduction or redistribution is expressly prohibited.

Notice regarding documents and documentation

In no event shall SYNERGY-PRO be liable for any special, indirect, or consequential damages whatsoever resulting from the loss of use, data, or profits, whether in action of contract, negligence, or other action, arising out of or in connection with the use of the performance of software, documentation, or information available on this website.

The documents published on this website could include technical inaccuracies or typographical errors. The information presented on this website is changed periodically, and SYNERGY-PRO may make improvements and/or changes in the product(s), programs(s), and/or documentation described at any time, without notice.

Links to third-party sites

Some links on this website will let you leave SYNERGY-PRO's site. The linked sites are not under the control of SYNERGY-PRO and SYNERGY-PRO is not responsible for their contents. These links are provided as a convenience and do not imply an endorsement of the site by SYNERGY-PRO.

Trademarks

SYNERGY-PRO, LANSUPPORT and PCPROBE logos are registered trademarks of SYNERGY-PRO Limited. Other product and company names mentioned on this website may be the trademarks of their respective owners.

SYNERGY-PRO Upgrade Terms and Conditions

SYNERGY-PRO develops upgrades to its software to provide the features and benefits that will help business owners remain competitive in their current and changing market environments. Therefore, SYNERGY-PRO software upgrades include features and benefits as added to the software, exclusive of add-on services or software support plans.

SYNERGY-PRO will refund the purchase price of upgrades only when the refund is presented or requested within 7 days of receipt. Refunds for returned software upgrades will not in any event exceed the price paid for the upgrade, less shipping and handling charges and any rebates or promotional dollars given. Refunds may take 6-8 weeks for processing. SYNERGY-PRO is not responsible for loss of data or otherwise liable for loss of profits, or damages of any kind resulting from the return of a SYNERGY-PRO software upgrade.

SYNERGY-PRO software upgrades are subject to the license agreement included on the CD. SYNERGY-PRO does not make any guarantees as to how frequently upgrades will be developed for any of its software titles.

If you have questions about these issues, please email legal@synergy-pro.net