

## Terms and Conditions of Software Maintenance

### Product Updates

Mechdyne may release new versions of its software at any time. As new versions are released Mechdyne will make them available to customers with a valid maintenance contract. Notification of product updates will be made via web announcement, email, or letter. Installation of the updates onto the customer's system(s) is the responsibility of the customer.

### Maintained Software Versions

Mechdyne will provide maintenance for only the latest versions of the Mechdyne software, and will provide assistance for the previous versions for a period of twelve (12) months following the announcement of the newest version.

### Platform Transfers

The maintenance contract allows the customer the right to transfer the software and license to another computer system (owned by the customer) in the case of a computer system replacement. Installation of the updates onto the computer system(s) is the responsibility of the customer.

### Third Party Upgrades

Mechdyne, at its discretion, may or may not choose to upgrade its software products in support of an upgrade to a third party package that is used in conjunction with Mechdyne software (e.g. Open Inventor, Catia, Google Earth, etc.). Customers with valid maintenance contracts can contact Mechdyne to inquire about future support or end-of-life plans for their Mechdyne software, as it pertains to specific versions of third party software. The customer should contact Mechdyne prior to installing an upgrade of any third party software to ensure compatibility with the current release of Mechdyne software.

### Technical Assistance

Customers may request technical assistance for software bugs, installation and configuration issues, and general usage questions. Assistance *does not* include application development or software programming support, or step by step instructions for software configuration above and beyond general usage questions. Mechdyne will at its discretion determine if requested assistance is above and beyond normal operating questions. Advanced assistance may be provided to the customer at our current billable rate. Customers can submit requests for technical assistance via email to [software@mechdyne.com](mailto:software@mechdyne.com). At its discretion Mechdyne will reply via email or telephone to request more information, inform the customer of the status of the issue, or provide the solution if already known. Telephone Assistance when deemed necessary by Mechdyne will be available from hours of 9:00 AM to 5:00 PM EST (GMT-5:00) Monday through Friday (excluding holidays).

### Unsupported Issues

- Altered or modified Software.
- Consulting services, including applications design or recommendations, recovery of lost data, or any customer purchase recommendations.
- Issues or problems created by customer negligence or fault.

- Issues or problems created by changes to graphics cards or graphics card configurations that have not been approved or qualified by Mechdyne.
- Software problems that do not significantly impair or affect the operation of the Software.
- Software problems resulting from hardware malfunction.
- Software used on a computer system other than one specified by Mechdyne to be technically acceptable. This includes but is not limited to alterations to the operating system configuration, addition of service packs, and installation of newer versions or revisions of the operating system.
- Maintenance of software not sold or licensed by Mechdyne or software sold by Mechdyne that is not covered under a valid maintenance contract.
- Training on the use or benefits of the software. The contract does not have provisions to provide software training, although certain Mechdyne software products are only sold with training. If the customer refuses training, or the trained individuals are no longer employed by the customer, Mechdyne reserves the right to refuse technical assistance on topics covered in the training until new training occurs, at the customer's expense.
- Installation of Mechdyne Product Updates on the customer's computer system. (Installation services are available, and can be purchase at our current billable rate.)

### **Customer Responsibilities**

The customer should limit use of technical assistance to occasions when the software fails to function as described in the documentation. The customer will need to furnish descriptions of software problems in the form requested by Mechdyne's maintenance staff. The customer may also be asked to assist Mechdyne's efforts to duplicate the software problem. Customer is responsible for performing installation tasks of the software (unless other arrangements have been made) when product updates become available.