

# Standard Maintenance and Support Agreement

EFFECTIVE 1 JULY 2019

## Congratulations!

You have not only purchased BarTender, the world's leading software for label, barcode, RFID and card printing, but you have also committed to maintaining the value of your investment. As a paid subscriber to Standard Maintenance and Support for BarTender, you are entitled to:

- updates to new versions of BarTender as they become available.
- updates to interim releases
- live support from our legendary support team
- paid printer add-ons and / or edition upgrades

## BarTender Updates

Updates are available to you when you're ready to implement the latest version into your production systems. If you don't feel like upgrading when a new version comes out, you don't have to. However, anytime you want access to new features, support for latest compliance standards, and compatibility with future versions of Windows, it's all there – ready for you to download. When you are ready, simply download the latest version from the customer portal (<https://portal.seagullscientific.com>), install it and activate it using your existing PKC.

## Standard Support

Your paid Standard Maintenance and Support agreement also entitles you to Standard Support from Seagull Scientific. Standard Support includes live technical support via chat or phone with a guaranteed response time of 48 business hours.

## Maintenance Upgrades

An active Maintenance and Support agreement is required for Printer Add-ons and edition upgrades. The Maintenance and Support agreement end date will remain the same for all software and printers associated with the PKC. In the event you make changes to your license, such as upgrading or adding printers,

your Software Maintenance and Support end date will not change which will result in a credit since all new purchases include one year of maintenance and support for free. Should you chose to extend your maintenance and support agreement, Seagull Scientific will charge you for the remaining months after your credit is deducted.

If you upgrade your software license to a higher edition or increase the number of licensed printers, then the annual maintenance fee will be adjusted based on the list price of the upgraded licensed software. The difference between the previous and new maintenance fees is due at the time of upgrade. This fee difference is handled by purchasing a "maintenance upgrade" for the number of months remaining in the current maintenance term.

## The Parties

This Software Maintenance Agreement ("Agreement") is between Seagull Scientific, Inc. ("Seagull"), a corporation of the State of Washington, USA, with its principal place of business at 15325 SE 30<sup>th</sup> Place, Suite 100, Bellevue, WA, 98007, USA and the business entity you represent ("you").

In order to purchase, activate, and/or renew Maintenance and Support, you agree to the following:

## Effective Date

The effective date of this agreement is the same as the date you purchased your software. The first anniversary date comes exactly one year later. All new purchases of BarTender software come with one free year of Standard Maintenance and Support which begins on the effective date.

## Payment Required

Maintenance and Support becomes active only after payment is received. It is not sufficient to simply place an order for maintenance.

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## Standard Term and Renewal

The Standard Maintenance and Support agreement term is for one year, although multiple years can be purchased. To renew your Maintenance and Support agreement, contact your reseller or Seagull at least 30 days before expiration. Maintenance and Support renewal does not become effective until we have received payment for the new term. If payment for renewal is not received prior to the end of the 30-day grace period following your anniversary date, your maintenance agreement will expire.

## Moving the Anniversary Date

Upon request to Seagull, the anniversary date may be changed to a later date. Payment for the additional months of Maintenance and Support is due at the time of change.

## Cancellation for Non-Payment

If payment for renewal is not received prior to the end of the 30-day grace period following your anniversary date, your Maintenance and Support agreement will expire. To reinstate your agreement, we may require you to backpay Maintenance and Support to the date it expired.

## Termination

Seagull Scientific may, at its discretion, decline to renew any Maintenance and Support agreement.

## Adding Maintenance and Support to Versions Earlier than BarTender 2019

Maintenance and Support may be added to existing licensed software for which Maintenance and Support had not previously been purchased, although we will require you to backpay Maintenance and Support to the date of the original software purchase.

## Refunds

Maintenance and Support fees are refundable only when the licensed software is returned for a refund within 30 days of purchase. After the standard return period, Maintenance and Support fees are not refundable.

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