

Standard Maintenance and Support Agreement



EFFECTIVE | February 2021

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 to any [supported version of BarTender](#) are available to you when you're ready to implement them into your production systems. If you are using a [supported version of BarTender](#) and don't feel like updating when a new version comes out, you don't have to. 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.

If you are not using a [supported version of BarTender](#), you should upgrade to a version that is supported so that you have access to live support and the latest security updates and other fixes.

Standard Support

If you are using a [supported version of BarTender](#), your paid Standard Maintenance and Support Agreement entitles you to Standard Support from Seagull Scientific. Standard Support includes live technical support via chat or phone with a first-time guaranteed response time of 24 business hours (excluding weekends and holidays).

If you are not using a [supported version of BarTender](#), you may not be entitled to Standard Support from Seagull Scientific. Contact your Reseller or Seagull Scientific for information about Maintenance and Support options available to you.

Premium Support

Premium Support entitles you to all the benefits of Standard Support from Seagull Scientific but expands the coverage hours to 24 x 7; 365 days a year. Premium Support is only available for Automation and Enterprise editions of BarTender and offers a guaranteed first-time response time of 2 hours.

If you are not using a [supported version of BarTender](#), you may not be entitled to Premium Support from

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Seagull Scientific. Contact your Reseller or Seagull Scientific for information about Maintenance and Support options available to you.

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.

If you upgrade your software license to a higher edition or increase the number of licensed printers, then the 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.

Account and Product Registration

You must register for an account with us and register your product(s) under that account (<https://portal.seagullscientific.com>) in order to purchase, activate and/or renew Maintenance and Support, or place orders or access or receive Software and/or Maintenance and Support. Your registration information must be accurate, current, and complete. You must keep your registration current so that we may send notices about your Software Product(s), our Maintenance and Support Agreement, service releases, statements, and other information to you by email or through your account.

Effective Date

The effective date of this Agreement is the same as the date you purchased your software.

Renewal Date

The first Renewal Date is one year after the Effective Date, unless Seagull Scientific has agreed to move the Renewal Date, as described below.

Standard Term and Renewal

The 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.

Moving the Renewal Date

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

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Termination

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

Cancellation for Non-Payment

If payment for renewal is not received prior to the end of the 30-day grace period following your Renewal 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.

Adding Maintenance and Support

You can add Maintenance and Support to existing licensed software for which Maintenance and Support had not previously been purchased or had expired, although we will require you to backpay Maintenance and Support either to the date of the original software purchase or the expiry date of your Agreement.

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.

Payment Required

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

The Parties

THIS MAINTENANCE AND SUPPORT AGREEMENT ("AGREEMENT") IS BETWEEN SEAGULL SCIENTIFIC, INC. OR THE APPLICABLE SEAGULL SCIENTIFIC, INC. SUBSIDIARY ("SEAGULL SCIENTIFIC" OR "WE", "US" OR "OUR") AND THE CUSTOMER (INDIVIDUAL OR ENTITY) THAT HAS DOWNLOADED OR OTHERWISE PROCURED THE LICENSED SOFTWARE FOR USE AS AN END USER ("YOU"). BY CHECKING THE ACCEPTANCE BOX OR INSTALLING OR USING ALL OR ANY PORTION OF THE SOFTWARE, YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AS PUBLISHED ON SEAGULL SCIENTIFIC'S WEBSITE AT WWW.SEAGULLSCIENTIFIC.COM (AS MAY BE RELOCATED BY SEAGULL SCIENTIFIC FROM TIME TO TIME). SEAGULL SCIENTIFIC RESERVES THE RIGHT, AT ANY TIME AND FROM TIME TO TIME, TO UPDATE, REVISE, SUPPLEMENT, AND OTHERWISE MODIFY THIS AGREEMENT AND TO IMPOSE NEW OR ADDITIONAL RULES, POLICIES, TERMS, OR CONDITIONS ON YOUR USE OF THE SERVICE. SUCH UPDATES, REVISIONS, SUPPLEMENTS, MODIFICATIONS, AND ADDITIONAL RULES, POLICIES, TERMS, AND CONDITIONS (COLLECTIVELY REFERRED TO IN THIS AGREEMENT AS "ADDITIONAL TERMS") WILL BE

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EFFECTIVE IMMEDIATELY AND INCORPORATED INTO THIS AGREEMENT. YOUR CONTINUED USE OF THE LICENSED SOFTWARE FOLLOWING THE ADDITIONAL TERMS WILL BE DEEMED TO CONSTITUTE YOUR ACCEPTANCE OF ANY AND ALL SUCH ADDITIONAL TERMS. ALL ADDITIONAL TERMS ARE HEREBY INCORPORATED INTO THIS AGREEMENT BY THIS REFERENCE. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, DO NOT INSTALL OR USE THE SOFTWARE. IF YOU WISH TO USE THE SOFTWARE AS AN EMPLOYEE, CONTRACTOR, OR AGENT OF A CORPORATION, PARTNERSHIP OR SIMILAR ENTITY, THEN YOU MUST BE AUTHORIZED TO SIGN FOR AND BIND THE ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT AND AUTHORITY TO DO SO.

Governing Law; Jurisdiction and Venue.

Excluding conflict of laws rules, this Agreement shall be governed by and construed under the laws of the State of Washington, USA. Should any legal action be necessary between the parties such legal action shall be filed in Bellevue, Washington, USA. The prevailing party in any litigation arising out of this Agreement shall be entitled to be reimbursed for all attorney's fees, expense, and associated costs. If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable, the remaining provisions shall nevertheless be given full force and effect. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction, do not apply to this Agreement.

Attorneys' Fees and Costs

The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

Notices and Reports

Any notice or report hereunder shall be in writing or in electronic format. If to Seagull Scientific by mail, such notice or report shall be sent to Seagull Scientific at 15325 SE 30th Place, Suite 100, Bellevue, WA 98007-6597 to the attention of "Legal Department". If to Seagull Scientific by email, such notice or report shall be sent to: legal@SeagullScientific.com. If to you, such notice or report shall be sent to the mailing or email address you provided upon placing your order. Notices and reports sent by mail shall be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if sent by certified or registered mail (return receipt requested); or (c) one day after it is sent if by next day delivery by a major commercial delivery service. Any notices and reports sent by email shall be effective upon receipt of the same.

Amendments; Waivers

No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. All conflicting terms in any purchase order or other business form employed by you,

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including any electronic invoicing portals, vendor registration processes, etc., are void, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

Entire Agreement

This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.