

**Software and
Documentation Policies**



Contents

A.	Definitions of Software and Documentation	1
B.	License to Use Software and Documentation	1
C.	Terms of Software, Software Support and Distribution Policies.....	1
D.	Software Media and Distribution Policies	2
E.	Test Period and Customer Confirmation Period	3
F.	Confidentiality	4
G.	Termination.....	4
H.	Destruction	4

These policies apply to all Software and Documentation you obtain from TECNICA BUSINESS SYSTEMS, LLC (“TECNICA”) either directly or, except where noted, indirectly such as from an authorized reseller.

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- Helpdesk Support provided by TECNICA, as the representative of a specific Software Application that is license to you (the end user) does provide the privilege of “UPGRADES”. UPGRADES are billable and are subject to fees for implementation in addition to the actual current license fee. Helpdesk Support is optional and covers the end users for any and all imperfections that are caused by the current release of Software Application – unless otherwise stated the application software and its related modules are supported by the Helpdesk Support Services agreement.

TECNICA Software Maintenance/licenses Products for the following types of fees: One-Time License Fees (OTLF); Monthly License Fees (MLF); and an initial license fee coupled with yearly license fees (ILF and YLF). These licenses fees subsequent to implementation are optional and will provide the end user with the ability to obtain UPGRADE privileges to the application software license.

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TECNICA may change your MLFs and YLFs for future terms effective upon 30 days; notice. Unless TECNICA otherwise agrees, conversion of a license from an MLF to an OTLF basis requires payment of the full OTLF without credit for previous MLF payments.

D. Software Media and Distribution Policies

For Products generally distributed on small media (e.g., Remote Media Drives, CD-ROM, or downloaded from a web-site), the media charge is included in the license fee, but we will charge you at our then-current media charges for all update copies of that product.

We will distribute all initial copies of the Software and associated customer-level Documentation to you without a distribution charge. We will charge you at our then-current rates for distribution of all update copies. If you have more than one license to use the same software, we will distribute to you only one copy of the Documentation that is not prepackaged with the software unless otherwise specified before the initial distribution.

E. Test Period and Customer Confirmation Period

Unless otherwise specified, if you obtain Software directly from TECNICA, TECNICA provides you (i) a 30-day Test Period for Software for which TECNICA provides Software Services, and (ii) a 90-day Customer Confirmation Period. TECNICA does not offer a Test Period for Software licensed “as is” or for Software which TECNICA does not support, and does not offer either a Test Period or a Customer Confirmation Period for Software you did not obtain directly from TECNICA.

Both the Test and Customer Confirmation Periods begin on the date your Software is invoiced. If you license multiple copies of the same Product, the test and Customer Confirmation periods both begin when the first copy of the Software is invoiced.

During the Test Period, standard Software Services (as available) are provided for free. You are responsible to identify and report to TECNICA any problems you have with the Software or customer-level Documentation during the Test Period. TECNICA will attempt to resolve problems reported during this period without charge to you, even if the resolution occurs after the end of the Test Period.

During the Customer Confirmation Period, if you determine that the Software does not comply with the customer-level Documentation, or meet the requirements specified you may reject the Software by giving TECNICA written notice.

If you reject the Product under the Customer Confirmation policy, TECNICA will refund any license fees and Software Services charges incurred after the Test Period. You will, however, be responsible for any media, distribution, and installation charges. If you reject a Product during the Customer Confirmation Period, you may not retain any archival or audit copy. You must return or destroy all copies of the Software and Documentation, and certify such return or destruction upon request.

After the Test Period expires, TECNICA's only obligation for Software and Documentation will be to provide Software Support Services under our then-current terms and policies.

Your rights described in this Section and in your contract with TECNICA are your exclusive rights for defective or noncomplying Products. TECNICA DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES FOR SOFTWARE AND DOCUMENTATION, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

In addition it is your responsibility to store, protect and restore data to your existing system. TECNICA responsibility under an annual License/Maintenance Agreement is to provide you the customer with the availability of updates to existing versions of application software. The annual License/Maintenance Agreement unless otherwise stated does not include support. Support Services is available from TECNICA for an annual fee and entitles you to helpdesk support.

F. Confidentiality

TECNICA furnishes Products to you on a confidential basis. You may not disclose or otherwise make available to any other person any Software, Documentation, or other information that we furnish to you as part of your Uniform Products and Services Agreement, Support Services Agreement or application license.

G. Termination

If you license Products on an MLF or ILF/YLF basis, you may terminate that license at the end of the license term by giving TECNICA written notice of termination at least 30 days before the end of the license term.

Your license of Products will also terminate if you use Products in a manner inconsistent with your contract or these policies.

Termination of a license for Products does not entitle you to any refund, abatement, or right of set off for any fees previously paid to TECNICA.

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H. Destruction

Upon termination of a Support Services Agreement and consequently the license of application software for any reason, you must immediately destroy all copies of TECNICA Products which you possess, except that you may retain one copy of each Product solely for archival or audit purposes.

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