

Software Support Contract Agreement



JTAG Technologies agrees to provide customer with the Software Support Services identified below, for JTAG Technologies family of Boundary Scan Software, as listed in your contract with the following terms and conditions.

A. Maintenance Support

1. Automatic Software Updates. During the term of this Agreement and at no additional cost to Customer, JTAG Technologies will provide Customer with all software updates related to the listed software products. Revisions can be obtained by the assigned JTAG Tools manager of the Customer from the customer service area of the www.jtag.com website. This Agreement does not include new software model numbers and capabilities, which are not offered as standard on the software products mentioned.
2. Coverage. Customer can only enter into this agreement with all software products licensed from JTAG Technologies belonging to the software family, so may not select products to stay outside this agreement. The support given will only cover the actual and previous version of software.
3. Software Support. Throughout the term of this Agreement Customer may also correspond with JTAG Technologies and ask questions regarding their JTAG Technologies licensed products under maintenance. JTAG Technologies will reply to Customer questions to the best of its ability, usually within two working days of receipt of Customer correspondence.

B. Term

This Agreement is only for the period as listed. JTAG Technologies will send 2 months before the agreement ends a quotation for renewal.

C. Maintenance Fee

1. Software Maintenance Fee. Maintenance Fees are subject to change at the beginning of each one year term. Notice of fee changes will be sent to Customer with subscription renewal notices.
2. Taxes. The Maintenance Fee is exclusive of any federal, state or local sales or excise taxes. Customer will be responsible for payment of such taxes.

D. Limitation of Liability

JTAG Technologies will not be liable for any claims arising under this Agreement, whether under warranty breach or otherwise, including those for any special, direct, indirect, incidental or consequential damages, including but not limited to lost profits, loss of revenue, loss of data, or loss of use, whether in contract, tort, breach of warranty, or otherwise. Customer's sole and exclusive remedy will be JTAG Technologies' choice of either re-performance of the services or a pro rata refund of the Maintenance Fee.

E. Limitation of Liability

JTAG Technologies will not provide support for altered, mishandled, abused or modified software; derivative works; a defect in software distribution media and/or software function which causes material performance failure, or any other defect, which is caused by Customer negligence or hardware malfunction; software problems which do not significantly impair or affect the operation of the software; or software problems due to any forces external to the software and beyond JTAG Technologies' control. JTAG Technologies may refuse to provide or may suspend support services on any software for which a valid license or sublicense is not in effect, or in which such licenses have been breached in a material manner.

F. Force Majeure

The performance of the Agreement may be suspended by either party in the event performance is prevented by a cause or causes beyond the reasonable control of such party. Such causes shall include, but not be limited to, acts of God, war, riot, fire, explosion, accident, flood, or sabotage, government laws, regulations, injunctions or restraining orders.

G. Attorney Fees

If either party commences a legal action or otherwise employs an attorney to enforce any provision of this Agreement, the prevailing party's reasonable attorney's fees and all costs incurred in enforcing this Agreement will be paid by the opposing party. That amount will be included in the principal amount of any judgment obtained.

H. Miscellaneous

1. This Agreement constitutes the entire agreement between the parties and supersedes all previous understandings, whether oral or written, relating to the subject matter. Its validity, interpretation and performance will be governed and construed in accordance with the laws of the Netherlands.
2. This Agreement cannot be modified, amended or supplemented except by JTAG Technologies' written consent.
3. If any provision of this Agreement becomes invalid or unenforceable due to a decision by a court of competent jurisdiction or any legislative action, the remaining portions of the Agreement will remain in full force and effect.
4. The failure of either party to enforce any provision of the Agreement will not be construed as a waiver of such provision or of the right of either party thereafter to enforce any provision of this Agreement.
5. All right, title and interest to all software and its associated documentation belongs to JTAG Technologies. Any information received by Customer pursuant to this Agreement is licensed by JTAG Technologies and shall be subject to the provisions of JTAG Technologies' License Agreement.
6. Nothing in this Agreement will be construed to require any JTAG Technologies personnel to visit customer premises in connection with furnishing any software services.