



ANNUAL SUPPORT AND MAINTENANCE AGREEMENT

Last modified, December 15th 2019

Botanical Software Ltd. (UK) offer annual support and maintenance services to users of Floria under Floria's Annual Support and Maintenance Agreement. The services provided and the policies under which the services are rendered, are described in this document.

MAINTENANCE SERVICES

Botanical Software Ltd. (UK) provide maintenance services to license holders of the Software applications promoted under the name "Floria".

Floria License holders are serviced by Botanical Software Ltd. The designated support and maintenance provider is hereafter referred to as *the supplier*.

FEES

Customers subscribe to the support and maintenance agreement by paying the annual maintenance fee. The maintenance fee for each successive one-year term shall be paid according to the payment terms stated on the annual invoice. Customers may be required to pay an additional fee if maintenance service fees are left unpaid and are subsequently resumed. Customers purchasing additional software or modules during the current term of their maintenance agreement will be required to pay additional maintenance fees for the additional software or modules.

TERMS

Maintenance agreements for new software typically have a one year term, beginning on the date the software is shipped (multi-year agreements are available on most products). The supplier will send a renewal notice in the form of an annual support and maintenance invoice. Maintenance agreements will automatically terminate: (i) upon termination of the Software License Agreement; and (ii) in the event the Customer fails to pay the then current Maintenance Fee when due.

The Current and last version is the supported version of the Product.

TECHNICAL SUPPORT AND MAINTENANCE SERVICES

The Support and Maintenance Services will include the following support:

1. **Email and Telephone support.** *The supplier* will provide telephone and email support during normal business hours, from 9:00 a.m. to 5:00 p.m., Monday to Friday, Western European Time, excluding holidays. This support includes the opportunity to consult

with a member of our technical support staff, which can assist the customer with the capabilities, functionality and characteristics of the software and provide basic problem resolution assistance as required. This assistance does not cover training or consulting services. Contact information can be found on our website at www.botanicalsoftware.com.

2. **Software Releases.** *The supplier* will make updates and upgrades and/or enhancements to the Software available to Customers at no additional charge. The installation of updates and upgrades are carried out by the customer at their own convenience. *The supplier* reserves the right, at its sole discretion, to discontinue or modify the terms and conditions of support for non-current releases and versions.
3. **Excluded Services.** Excluded from the coverage of this Agreement are services resulting from misuse or modification of the Software by Customer, failure or interruption of any electrical power, or any accident or other cause external to the Software, including, but not limited to, problems or malfunctions related the Customer's network, database, third party software products, and/or computer configurations or the Customer's hardware. Such excluded services, and additional consulting services such as training, setup and technical integration, may be contracted separately at the supplier's current rates, subject to the supplier's agreement.
4. **Customer's Responsibilities.** The customer is responsible for (i) notifying *the supplier* of all problems for which the Customer requires assistance, and (ii) allowing, if necessary, access to the Software, and (iii) the assistance of a qualified Customer representative, so that *the supplier* can perform Maintenance Services hereunder.
5. **Support forum, training material and video tutorial library.** Customers will have 24/7 access to *the supplier's* online support forum, training material and video tutorials at www.botanicalsoftware.com.

LIMITED WARRANTY

The supplier warrants that the maintenance services will be performed in a workmanlike manner in accordance with industry standards. *The supplier* makes no other warranty, express or implied, with respect to the subject matter of this support and maintenance contract, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose or any other warranty of any kind respecting any maintenance services performed hereunder or any materials furnished hereunder.

LIMITATION OF LIABILITY

The cumulative liability of *the supplier* to customers for all claims arising under or related to this support and maintenance contract, whether in contract, tort or otherwise, shall not exceed the maintenance fees paid to *the supplier* within the prior year. In no event will *the supplier* be liable to the customer for damages for loss of data, lost profits, or other indirect, special, incidental or consequential damages arising out of this agreement, even if *the supplier* has been advised of the possibility of such damages, or for any claim by any third party. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.