

OMEGA Support First Service Plan

Terms and Conditions

1. What is Covered

- a) Priority telephone assistance provided by a Technical Software Support Specialist
- b) Coverage for OMEGA 5.0 or newer version software
- c) Assistance hours of 8 a.m. to 7 p.m., E.S.T., Monday through Friday, excluding holidays
- d) Express callback, usually within one hour
- e) Online Software Downloads

2. What is Not Covered

- a) Technical support for networking
- b) Use with non-Gerber Technology products
- c) Problems resulting from computer hardware deficiencies or other problems
- d) Loss or damage to recording media or software, loss of data, or loss of materials resulting from software malfunction

3. Software Eligible for Coverage

- a) OMEGA version 5.0 or newer
- b) **Covered Area Limitations:** All software must be installed and used within the United States (including Alaska and Hawaii)

4. If Covered Software Needs Service

Service Partner will call Gerber at the number listed on the front page

5. Coverage Period

- a) For new contracts all benefits begin immediately upon receipt of payment by Gerber ("Effective Date"), with the exception of replacement hardware components (CD's/dongles). For new contracts coverage for hardware components begins 90 days after Effective Date.
- b) The Effective Date for contract renewals is the day after expiration of the current coverage period, provided payment has been received and the current coverage period has not expired.

6. Expiration of Coverage

This agreement shall remain in effect for one year from the Effective Date, or until the conclusion of a thirty (30) day period commencing upon the date either party receives written notice of termination from the other party.

7. Contract Cancellation

This agreement is not subject to cancellation during the coverage period except for default by Gerber or Service Partner under the terms hereof.

8. Transferring Coverage

Subject to Section 3a above (Covered Area Limitations), if Service Partner sells the Covered Software during the term of this plan, this agreement may be assigned to the new owner for the remaining term of the contract provided Gerber is notified of such assignment in writing, by buyer and seller. The transfer of this contract extends only to the Covered Software and may not be transferred to any other product.

9. Governing Law / Warranty Disclaimer

This plan is governed by the laws of Connecticut, and the Connecticut courts shall have the exclusive jurisdiction relating to disputes between the parties. Except for obligations to make payments hereunder, neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations on account of any cause which reasonably is beyond its control. Replacements are on an exchange basis with new or like-new products or components. Gerber may subcontract any work to be performed hereunder and may assign this plan.

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10. Limitation of Damages

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