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3. **SUPPORT, MAINTENANCE, AND UPGRADE PROTECTION TERMS AND CONDITIONS.**

3.1. **Term of Maintenance.** SourceKraft agrees to provide Maintenance (as defined herein) to You pursuant to the terms and conditions set forth herein provided that You pay the Maintenance Fee for each Product for which Maintenance is desired and as further described in Section 3.4 below. Maintenance will be provided for a period of one year, unless otherwise agreed to by the parties in writing, from the date of purchase of

the Product (the "Initial Support and Maintenance Term"), and with renewals, annually from the expiration date of the prior Support and Maintenance Term. Failure to renew annual maintenance may result in You having to purchase a new license in order to receive future versions of software and associated ongoing support and maintenance.

3.1.1. Maintenance Services. In exchange for the Maintenance Fee, SourceKraft agrees to provide to You during the term of this Agreement support and maintenance (collectively "Maintenance") as follows:

3.1.1.1. Support: SourceKraft will provide email support to You for current versions of the Product. SourceKraft will investigate all of Your questions and problems promptly. You agree to provide adequate information to SourceKraft to assist in the investigation and to confirm that any problems have been resolved. SourceKraft does not provide guaranteed response time but will make good faith effort to answer emails within twenty-four (24) hours or less during weekdays, excluding holidays.

3.1.1.2. Maintenance: SourceKraft will supply to You, at no additional charge, any improvements or modifications to the Product that SourceKraft makes generally available as a minor release such as: 2.1, 2.2, 2.3 etc. Any such improvements or modifications shall become part of the Product for all purposes of this Agreement.

3.1.1.3. You acknowledge and agree that the Maintenance to be provided by SourceKraft hereunder is limited to the most current version of the Product and the immediately preceding version.

3.2. Term of Upgrade Protection. SourceKraft agrees to provide Upgrade Protection (as defined herein) to You pursuant to the terms and conditions set forth herein provided that You pay the Upgrade Protection Fee for each Product for which Upgrade Protection is desired and as further described in Section 3.2.1 below. Upgrade Protection will be provided for a period of one year, unless otherwise agreed to by the parties in writing, from the date of purchase of the Product (the "Initial Upgrade Protection Term"), and with renewals (as described in Section 5.4), annually from the expiration date of the prior Upgrade Protection Term. Failure to renew annual Upgrade Protection may result in You having to purchase a new license in order to receive future versions of software and associated ongoing Upgrade Protection.

3.2.1. Upgrade Protection Services. In exchange for the Upgrade Protection Fee, SourceKraft agrees to provide to You during the term of this Agreement Upgrade Protection (collectively "Upgrade Protection") as follows:

3.2.1.1. Support: SourceKraft will provide email support to You for current versions of the Product. SourceKraft will investigate all of Your questions and problems promptly. You agree to provide adequate information to SourceKraft to assist in the investigation and to confirm that any problems have been resolved. SourceKraft does not provide guaranteed response time but will make good faith effort to answer emails within twenty-four (24) hours or less during weekdays, excluding holidays.

3.2.1.2. Maintenance: SourceKraft will supply to You, at no additional charge, any improvements, upgrade, or modifications to the Product that SourceKraft makes generally available. Any such improvements, upgrades, or modifications shall become part of the Product for all purposes of this Agreement.

3.2.1.3. You acknowledge and agree that the Upgrade Protection Services to be provided by SourceKraft hereunder is limited to the most current version of the Product and the immediately preceding version.

3.3. Exclusions. SourceKraft's obligation to provide Support is contingent upon proper use of the Product and full compliance with this Agreement.

Moreover, SourceKraft shall be under no obligation to provide Support should such services be required due to

- (a) failure to operate the Product within the systems requirements provided for the Product
- (b) any modification or attempted modification of the Product by You or any third party or
- (c) Your failure or refusal to implement Product changes recommended by SourceKraft.

3.4. Consideration. In payment of the Support, Maintenance and Upgrade Protection services to be provided by SourceKraft hereunder, You shall pay SourceKraft, or its authorized agent, the applicable fee for the Initial Support, Maintenance and Upgrade Protection Term as indicated on the related invoice, receipt, purchase order, or other ordering document ("Support, Maintenance and Upgrade Protection Fee"). At the end of the Initial Support, Maintenance and Upgrade Protection Term, or any subsequent Support, Maintenance and Upgrade Protection Term, You may renew participation in Support, Maintenance and Upgrade Protection services for additional annual term(s) provided You (a) are current on all payments due to SourceKraft and (b) pay SourceKraft, or its authorized agent, the applicable renewal fee, which SourceKraft, or its authorized agent, shall invoice prior to the end of the preceding term, unless terminated by You at least 30 days prior to the expiration of the then current Support, Maintenance

and Upgrade Protection Term. In addition, Support, Maintenance and Upgrade Protection shall be discontinued for any and all subsequent Support, Maintenance and Upgrade Protection Terms for which You fail to pay SourceKraft the invoice within ten (10) days after the prior Support, Maintenance and Upgrade Protection expiration date.

3.5. Exceptions. For use of the Product or a Beta Software Product, only the Maintenance Services and Exclusions paragraphs of this section apply. For use of the Product under Educational Use terms, the Maintenance Services and Exclusion paragraphs apply as long as You pay for the maintenance period defined under your License.

4. PAYMENT TERMS. You accept the "SourceKraft Refund Policy" <https://www.pdfburst.com/refund-policy.html>, unless explicitly set forth in this Agreement, all fees and other amounts due under this Agreement are non-cancelable and non-refundable. Unless otherwise agreed to by the parties, You shall pay all fees or amounts within 30 days of the date of the invoice. A late fee shall be charged on any overdue amounts and any other fees and expenses not paid as provided under this Agreement at the rate of one and one-half percent (1½%) per month, or the highest rate allowable under applicable law, whichever is less, commencing with the date payment was due.

5. TAXES. The fees and all other amounts due as set forth in this Agreement are net amounts to be received by SourceKraft, exclusive of all taxes, duties, and assessments, including without limitation all sales, withholding, VAT, excise, ad valorem, and use taxes (collectively, the "Taxes"), and are not subject to offset or reduction because of any Taxes incurred by You or otherwise due as a result of this Agreement. You shall be responsible for and shall pay directly, any and all Taxes relating to the performance of this Agreement, provided that this paragraph shall not apply to taxes based solely on SourceKraft's income.

6. CONSENT TO USE OF DATA.

6.1. The software (main application and plug-ins) may contact a SourceKraft server periodically to check for software updates and vulnerability fixes. SourceKraft guarantees that it will not search or upload any user information.

6.2. The software (main application and plug-ins) may collect usage information to enhance the quality of the software, such usage information will not contain personally identifiable information, except for when it is reasonably needed for providing necessary services to the user, or when the user consents to providing such information.

6.3. You agree that SourceKraft and its affiliates may collect and use information You provide as a part of any such support services related to the Product. SourceKraft agrees not to use this information in a form that personally identifies You. SourceKraft maintains user login information under which SourceKraft may collect your SourceKraft product login email only. Collection of this information occurs in accordance with the SourceKraft Privacy Policy - <https://www.pdfburst.com/privacy-policy.html>

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This License Agreement may be modified only by a written instrument signed by an authorized representative of each party.

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<https://www.pdfburst.com/contact.html>