



## **Support / Warranty Limitations & Liability**

### **Customer Support Requests.**

If you contact Customer Support or the Technical DemosCAD team for assistance through the provided support channels; we may ask you to submit information that will be required, in order to provide you with a solution. This may include information about the product associated with your request, computer hardware, your organization's network infrastructure, software, and the nature of the problem you've encountered. In order to choose the correct customer support department for your request, we will use information about your company's licenses, country, and possibly the subscription details.

### **Scope of Customer Support & Maintenance**

SkyTOP Technologies, the creators of DemosCAD, have agreed to provide maintenance for Software that has been licensed to the customer on a perpetual basis, provided there is an active subscription. The subscriptions and maintenance arrangements will continue to be subject to their existing terms.

### **The following Terms and Conditions apply to Software Support and Maintenance Services provided:**

- 1. General Support:** Upon receipt of Customer Payment, or commitment to pay for software support, services will be provided via Phone and Email on a 24/7 cycle. Retired versions will be supported on a 'Best Effort' basis.
- 2. Technical Support:** When a customer reports a software problem to SkyTOP Technologies, the following terms will apply:

- SkyTOP Technologies will use all reasonable efforts to correct Software errors or provide work-around solutions. Technical support will also consist of providing the Customer with technical advice or replacement with modified software.
- "Technical Support Location" or "TSL" refers to the combination of all users that routinely share internal support resources. The Customer will identify all licenses within each TSL. The combination of groups and licenses that form a TSL is subject to SkyTOP Technologies approval. The Customer is eligible for only one configuration of support offerings per TSL that will apply to all Software within the TSL. Only the Customer's employees or contractors who use Software licenses that are covered by technical support, may contact SkyTOP technologies for support services.

**3. Software Maintenance:** The Customer shall receive one copy of each applicable Software update for each supported site, in the event, that SkyTOP Technologies has a new release during the support term. SkyTOP Technologies is not required to alter or upgrade any third party software including operating system software, to support new Software updates. SkyTOP Technologies may at its sole discretion, substitute products of similar functionality and features for discontinued products.

#### **4. Limited Warranty:**

- SkyTOP warrants that the software will perform in accordance with the specifications therefore set forth in the Technical Documentation, for a period of ninety [90] days after the Customer's acceptance of the terms of this Agreement; <https://www.demoscad.net/app/cp/register.php#>
- If during the Warranty Period the software does not perform as warranted, SkyTOP Technologies will, at its option, correct the relevant product and /or software giving rise to such breach of performance, or replace such product and/or software free of charge.
- The foregoing are customer's sole and exclusive remedies for breach of or noncompliance with the foregoing warranty. The warranty set forth above is made to and for the benefit of customer only. The warranty will apply only if :

- (i) The Software has been used in accordance with the instructions for use set forth in the Documentation and this Agreement
- (ii) No modification, alteration or addition has been made to the software by persons other than SkyTOP Technologies or its authorized representative; and
- (iii) The software or product on which the software is installed has not been subject to any unusual electrical charge.

## **5. Limitations:**

- SkyTOP Technologies reserves the right to decline to support any software product that has not been on continuous support or has been modified by the Customer or any third party without Skytop Technologies' prior written consent. SkyTOP technologies software support obligations apply only to the current and immediately prior Software release. This only to the extent that the Software is still generally available from and supported by SkyTOP technologies.
- To enable SkyTOP Technologies to respond to certain Software problems, we may require that the Customer furnish Skytop Technologies with a test case and sufficient documentation to allow recreation of the Software problem. In some events, remote access may be required to further diagnose the problem.
- Software support services do not include:
  - (i) Services connected with the installation, configuration, relocation or reconfiguration of Software
  - (ii) Support of Operating System software
  - (ii) Service resulting from misuse, accidental damage, modification of Software or the use of the Software with computer hardware or materials which do not meet DemosCAD' specifications
  - (iii) Support of software developed by a Customer or obtained from third parties.

**6. Relocation:** The Customer will provide SkyTOP Technologies with advance written notice of the relocation of any Software product covered by support service. The relocation will be subject to SkyTOP Technologies prior approval and its current policies and charges regarding license relocation and/or transfers.

**7. Cancellation:** Customer may cancel Software support services only at the time of their annual support contract renewal with 60 days prior written notice. SkyTOP may cancel software support services if the Customer fails to comply with our terms and conditions: <https://www.demoscad.net/app/cp/register.php#> or to pay for the services when due and such failure continues for a period of 30 days after written notice from SkyTOP.