# H∜ndsoncode

# **Technical Maintenance and Support Package**

Version 1.0 last updated August 23, 2017

1. Entitlement. This Technical Maintenance and Support Package ("Package") may be exercised and enjoyed by any Licensee bound by the terms of the General Software License Terms ("Agreement"). The technical maintenance and support is available in two types ("Basic Re-Coverage", and "Extended Re-Coverage", respectively), and may be renewed, as further defined below.

#### 2. Basic Re-Coverage

- **2.1.** The Basic Re-Coverage is available from Monday to Friday, excluding Polish public holidays, between 08:00 a.m. and 5:00 p.m. Central European Time ("Business Hours"), and comprises:
  - **2.1.1.** 1 hour of technical support via email (support@handsontable.com);
  - **2.1.2.** access to Handsoncode forum at forum.handsontable.com; and
  - **2.1.3.** access to all Major, Minor and Patch Releases.
- **2.2.** In particular, the Basic Coverage does not include programming.
- **2.3.** The initial response time is 36 Business Hours of proper and effective notification of Handsoncode.

### 3. Extended Re-Coverage

- **3.1.** The Extended Re-Coverage is available at Business Hours, and comprises:
  - **3.1.1.** 10 hours of technical support via email (support@handsontable.com), which includes code review and basic guidance; it also includes an actual programming work, hotfixes and workarounds for reported issues,
  - **3.1.2.** access to Handsoncode forum at forum.handsontable.com,
  - **3.1.3.** access to all Major, Minor and Patch Releases,
  - **3.1.4.** direct contact with Handsoncode core developers.
- **3.2.** The initial response time is 12 Business Hours of proper and effective notification of Handsoncode.

## 4. Payment terms

- **4.1.** The purchase and renewal of the Basic or Extended Re-Coverage (collectively, "Re-Coverage") are against payment of fees defined in the price list available at handsontable.com, as may from time to time be changed and published accordingly by Handsoncode.
- **4.2.** Payment of fees will be made by credit card and processed by Bright Market, LLC d/b/a FastSpring, a U.S. limited liability company with offices at 801 Garden St. #201, Santa Barbara, CA 93101, United States of America ("**FastSpring**"). The data concerning Licensee

and its credit card will be processed by FastSpring. Licensee will update its credit card and other related information for the purposes of effecting payment of due fees.

- **5. Renewal**. Renewal of the Re-Coverage is automatic, and:
  - **5.1.** Licensee authorizes Handsoncode and/or FastSpring to (i) charge its credit card by Re-Coverage fees and (ii) be served with an electronic invoice;
  - **5.2.** expiry of the then-current term of Re-Coverage may be notified by Handsoncode through email communication prior to expiry, to such addresses as made known to Handsoncode by Licensee;
  - **5.3.** Licensee may notify its intent to discontinue the Re-Coverage upon 14 days' notice before expiry of the then-current term of Re-Coverage, sent to Handsoncode at support@handsotable.com;
  - **5.4.** Licensee may terminate the Re-Coverage at any time during the currency of the Re-Coverage without notice such termination is non-refundable.
  - **5.5.** absent renewal, Licensee may:
    - **5.5.1.** not access or enjoy new releases or maintenance and support services provided by Handsoncode;
    - **5.5.2.** continue to use the Software pursuant to the License as purchased, and in such version as any released before expiry of the last Re-Coverage.
- **6. Limitations**. The following terms will apply to the Re-Coverage, irrespective of its type:
  - **6.1.** additional technical maintenance and support is subject to prior express agreement:
  - **6.2.** technical maintenance and support may be enjoyed within the term of coverage only; unused hours of support are not refundable;
  - **6.3.** Handsoncode will not provide support of any kind to End-Users.
- **7. Termination**. Handsoncode may, at any time, choose to discontinue to provide the Re-Coverage, upon reasonable notice to Licensee, where there is a compelling cause, including without limitation, an abuse of it by Licensee or inability or impracticability of providing it by Handsoncode. In the event of such discontinuance Handsoncode will refund all unused fees to Licensees.
- **8. Ranking Clause.** This Package is supplementary to (the rights and obligations assigned to Licensee under) the Agreement. This Package will be interpreted, exercised and enforced in full harmony with the Agreement.