

**OL™ Care TERMS & CONDITIONS**

Maintenance Services

OL Care is Objectif Lune's technical support, update, upgrade and eLearning program. Objectif Lune and the licensee hereby agree that the following terms and conditions shall govern the delivery of services under OL Care with respect to applicable registered Objectif Lune products and licenses ("Products"). OL Care is not offered for partial coverage. Therefore, ALL products owned by the Licensee must be covered by OL Care in order for Licensee to receive the services. Licensees not fully covered will be offered re-entry for existing licenses not covered OR co-termination to set the same end date for all licenses based on active OL Care value. If Licensee does not respond to the offer within 30 days, co-termination will be applied. For more information, please contact your local Customer Care department.

**1. SERVICES.**

- a. Technical support.
  - i. Technical support shall be provided for Products under valid End-User license agreement ("EULA").
  - ii. Technical support can be provided by telephone (2 hour response time during regular business hours), via the support Web page (4 hour response time during regular business hours), via the newsgroup or the FAQ in the support area of Objectif Lune's Web site.
  - iii. Technical Support includes assistance and guidance on: installation, setup, configuration, software usage, unexpected behaviour for documented features and error messages.
  - iv. Objectif Lune shall not be required to provide technical support relating to problems arising out of: (i) Licensee's use of the Products in a manner for which they were not designed; (ii) Licensee's or third party's negligence, misuse, adaptation or modification of the Products; (iii) Versions of Products other than the most recent version or one earlier version, unless said Products are no longer listed on Objectif Lune's web site as supported Products; (iv) Fortuitous causes, improper office conditions, force majeure or catastrophes.
  - v. Licensee is responsible for its hardware, operating systems, network setup and maintenance, and use of any file access control systems.
  - vi. Objectif Lune may offer consulting services to help resolve issues falling outside the scope of technical support. Any consulting services shall be provided under a separate agreement and shall be subject to Objectif Lune then-current consulting fees. Such services include the development and/or modifications to documents, customization, configuration and/or programming pertaining to the Products.
- b. Product Updates. OL Care includes free maintenance releases and updates - minor releases - of the Products available through Objectif Lune's web site: [www.objectiflune.com](http://www.objectiflune.com). All updates provided, including documentation and program materials, are subject to their respective EULA. Notification of the releases will be available through the online update manager.
- c. Product Upgrades. OL Care includes free upgrades - major releases - of registered Products. If the Products have not been registered at the time of release, the upgrade will be provided upon request, after registration. All upgrades provided, including documentation and program materials, are subject to their respective EULA.
- d. Hardware Key. OL Care provides access to exchange damaged or broken hardware key when required for supported version. Broken or damaged hardware keys shall be shipped back to Objectif Lune before replacement can be sent, and a replacement fee will be charged. For more information, contact your local Objectif Lune Customer Care department.

**2. TERM AND TERMINATION.** OL Care shall terminate immediately upon non-payment. In the event either party shall be in material breach or default of any of the terms or conditions of OL Care, then the other party shall have the right to cancel OL Care without any obligation or liability to the other party.

**3. WARRANTY AND DISCLAIMER.** Objectif Lune will use reasonable commercial efforts to provide the services under OL Care in a professional manner. However, Objectif Lune cannot guarantee that every question or problem raised by the licensee will be resolved. Nothing in OL Care shall be construed as expanding or adding to the warranty for the Products in the EULA. EXCEPT FOR THIS EXPRESSED LIMITED WARRANTY, OBJECTIF LUNE MAKES, AND THE LICENSEE RECEIVES, NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, RELATED TO OR ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE PROVISION OF MATERIALS OR SERVICES UNDER OL CARE, AND OBJECTIF LUNE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

**4. LIMITATION OF LIABILITY.** OBJECTIF LUNE'S LIABILITY UNDER OL CARE IS LIMITED TO THE AMOUNTS PAID BY THE LICENSEE FOR ONE YEAR OF COVERAGE. IN NO EVENT SHALL OBJECTIF LUNE HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, INTERRUPTION OF BUSINESS, OR ANY OTHER PECUNIARY LOSS), ARISING IN ANY WAY OUT OF THIS AGREEMENT UNDER ANY THEORY OF LIABILITY, WHETHER OR NOT OBJECTIF LUNE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**5. ADDITIONS.** Any services added to OL Care by written notice to the licensee will be governed by the terms of OL Care.

**6. GENERAL.** The licensee may not transfer OL Care to a third party. This Agreement supersedes all other written and oral proposals, purchase orders, prior agreements, and other communications between the licensee and Objectif Lune concerning the subject matter herein and constitutes the entire agreement between Objectif Lune and the licensee regarding the provision of services. Objectif Lune reserves the right, in its sole discretion, to add, remove, modify or otherwise change any part of these Terms and Conditions, in whole or in part, at any time. The foregoing is the translation of the English version of the OL Care Terms and Conditions. In case of discrepancy between this version and the English one, the latter shall prevail. The OL Care Terms & Conditions shall be governed by the laws of the country where your OL Care Center is located, without reference to conflict of law and principle.

