



Software Maintenance and Support Policy

Products Covered

CCA-100*mini*, CCA-200*mini*, CCF-200, CCS-200, Solo™ single- and multi-user software.

Warranty and Support

Benson Medical Instruments Co. warrants that all software products will perform substantially in accordance with the electronic instruction files for a period of one year from the purchase date of the original license, or the expiration of Upgrade Assurance for upgrade purchases, whichever is later. We will replace software that cannot perform the described functions as your sole remedy. In no case will Benson Medical Instruments Co. be responsible for damages beyond the replacement of software, or beyond the purchase price of the software.

Installation Support

Installation support assists customers installing the software (or any component) on a PC using the supplied script, or provides reasonable assistance to connect to remote SQL Server® instances. Includes diagnosis of application and service permissions and security issues. Refer to the *Technical Reference Guide* for system requirements and conditions.

Benson Medical Instruments Co. will provide installation support by telephone and e-mail up to month-end two years after the software release date. Refer to the Software Product Life-Cycle Chart for dates for a particular software version.

Operational Support

Operational support answers specific questions regarding program features, operation, documentation, and standard reports. The question or problem must be narrow enough that it does not constitute training or implementation support. Operational support returns a malfunctioning system to an operable state, as long as the local SQL Server® service and database are operational. We will assist in identifying corrupt PC operating systems, malfunctioning PC hardware, permissions, or security issues that may prevent us from supporting your system.

Benson Medical Instruments Co. guarantees operational support for a minimum of three years after the release date of the customer's software version. Refer to the Software Product Life-Cycle Chart to determine whether a particular version is supported.

Access to Customer Systems: In certain situations Benson Medical Instruments Co. may require remote access to the customer's computer hardware (using WebEx™ or similar technology) or elevated permission to access computer operating systems in order to adequately support the software. In these cases, the cooperation of the customer IT department is essential for the success of the installation and/or operational support.

Superseded Software Versions: Benson Medical Instruments Co. may release versions to fix specific bugs or other issues. This is indicated by a number in the second decimal place of the

version number, such as in 6.42. These re-released versions supersede the previous software version. For example, version 6.42 replaces, and thus supersedes, version 6.41. Installation and operational support are not provided for software versions that have been superseded.

Software Availability

Discs are available only for the current software version. If your company is entitled to another version of software, it may be downloaded if installation support is still available for that version. Versions for which installation support has expired are not available.

Upgrade Assurance

Benson Medical Instruments Co. offers Upgrade Assurance, a subscription service that delivers the latest enhancements, features, and fixes to our users. One price guarantees timely delivery of all software releases for a fixed period of time and ensures that you will not be subject to unexpected upgrade charges to receive the benefit of a particular feature, or to receive installation and operational support as described above.

We offer both one-year and 'best value' three-year options. The one-year coverage ensures software updates up to one year after it is purchased. Three-Year Upgrade Assurance provides new software updates for three years after it is purchased.

Although Upgrade Assurance is not required for warranty or standard support, it is highly recommended that customers buy it when the products are initially purchased.

If a customer chooses not to purchase Upgrade Assurance with the product, they may purchase one-year or three-year Upgrade Assurance within 30 days of the initial purchase and get coverage for the chosen period. If it has been more than 30 days since the sale of the product, the customer will need to purchase Lapsed Assurance to bring their software up to date. Lapsed Assurance does not include additional releases.

However, customers can purchase Lapsed Plus One-Year Upgrade Assurance coverage that will bring their software up to date and also provide new software versions released within one year of the invoice date.

Three-Year Upgrade Assurance is the most economical choice. Similarly to the one-year subscription, Three-Year Upgrade Assurance can be purchased at the time of the initial software purchase or up to 30 days thereafter. Customers will need to purchase Lapsed or Lapsed Plus One-Year coverage if they wait longer than 30 days to purchase Upgrade Assurance.

The following Upgrade Assurance subscriptions are available:

Coverage	Purchase Availability Date	Expiration
One-Year	Within 30 days of software/system purchase	One year after purchase date
Lapsed	More than 30 days after initial software/system purchase	Single upgrade, no subscription
Lapsed Plus One-Year	More than 30 days after initial software/system purchase	One year after invoice date
Three-Year	Date of initial software purchase or up to 30 days thereafter	Three years after invoice date

Upgrade Assurance for Multiple Sites

Benson Medical Instruments Co. software is copyright-protected. Customers must purchase upgrades for each site at the same time and in the same purchase transaction for the Upgrade Assurance to be in effect. Per anti-piracy regulations it is unlawful to purchase a single upgrade version and copy it to multiple sites.

Upgrade Software Distribution and Availability

New software releases will be mailed on disc to Upgrade Assurance customers. Customers who prefer to download Upgrade Assurance releases can request this by sending an e-mail to sales@bensonmedical.com with proof of purchase.

Terms and Conditions

The terms and conditions of the Benson Medical Software Maintenance and Support Policy, including Upgrade Assurance, are subject to change without notice. Purchases of software updates may not be returned for refund. Contact your Benson Medical distributor for the most recent version of the Policy.

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