

AutoPrice™ and DesignMerge™ XTensions for QuarkXPress®
Product Support Agreement

This Product Support Agreement (“PSA”) is intended to set forth a description of the technical support services that are available to licensed end users of *AutoPrice™* Software and *DesignMerge™* Software (**each of which is referred to herein as a “Product” and together are referred to herein as the “Products”**). Upon the execution of this PSA by such a licensed end user, the identity of which is set forth on the signature page of this PSA (“Licensee”), and Meadows Information Systems, LLC, a Wisconsin limited liability company with offices located at 1305 Remington Road, Suite G, Schaumburg, IL 60173, Fax No. (847) 882-9494 (“Meadows”), this PSA shall become a binding contract between Licensee and Meadows, effective as of the date on which it is executed by the last party to sign (**the “Effective Date”**).

- 1. Support Available Without Software Support Agreement:** Technical support is provided only with respect to the Products that are lawfully licensed by Licensee from Meadows. Technical support via e-mail and telephone is provided free of charge in accordance with the terms that appear below for 30 calendar days from the date on which a Product is shipped or otherwise made available to Licensee. Thereafter, technical support is not available unless Licensee enters into this PSA. If Licensee chooses not to enter into this PSA, all software upgrades (major and minor) must be licensed at the standard license fees of Meadows. Also under such circumstances, Meadows will not replace a security key (“Dongle”) that is lost or is stolen or a Dongle that becomes defective after the end of the 30 day period that is described above, and Meadows will not exchange a Dongle that is no longer compatible with hardware of Licensee because of replacement or upgrading by Licensee. Instead of receiving such a replacement Dongle, it will be necessary for Licensee to enter into new licenses for the affected Products. Dongles that are reported to be defective within the 30 day period that is set forth above and are returned to Meadows will be replaced free of charge.
- 2. Support Available Through Software Support Agreement:** The following services are included within the scope of the technical support services to be provided hereunder to Licensee by Meadows. Except for the services that are to be provided under the terms of Section 1 for a limited period of time free of charge, Meadows shall be required to provide such services only after Licensee has paid the applicable fee due hereunder.
 - (a) Telephone Technical Support:** Licensee shall be entitled to receive technical support for the Products via telephone between the hours of 9:00 am and 5:00 pm CST, Monday through Friday, except for observed holidays of Meadows. Meadows shall respond to such technical support incident immediately if one of its support personnel is available. If a technician is not available, callbacks will be processed in the order in which incidents are reported to Meadows. In any event, Meadows shall respond no later than before the end of the next business day of Meadows immediately following the day on which Meadows receives the call. PSA support callbacks shall receive priority over all other support requests until responses are given to all PSA support requests. All calls for telephone technical support are to be made to **847-882-8202** until such time that Licensee is given notice of a new number.
 - (b) E-mail Technical Support:** Licensee may submit technical support questions via a special e-mail support account at **psa_support@meadowsps.com** Monday through Friday, except for observed holidays of Meadows. Meadows shall respond to any such e-mail request no later than before the end of the next business day of Meadows immediately following the day on which Meadows receives such request.
 - (c) Technical Support of Other Meadows Software Products:** Except as provided in subsection (g) of this Section 2, Licensees of *AutoPrice* and *DesignMerge* software who enter into this PSA shall also be eligible to receive technical support via telephone or e-mail for other commercially available XTensions to QuarkXPress that are licensed by Licensee from Meadows. Support of these products shall be provided under the terms that are set forth above in the subsections that are entitled “Telephone Technical Support” and “E-mail Technical Support.”

- (d) **Notification of Upgrades to the Products:** Meadows shall notify Licensee via e-mail of availability of upgrades to the Products, and upon payment by Licensee of any applicable fee, Meadows shall make such upgrades available for downloading via the Internet.
- (e) **Discounted License Fees for Upgrades to the Products:** The decision to publish and designate any particular upgrade as a major upgrade or minor upgrade shall be within the sole discretion of Meadows. All minor upgrades shall be made available to Licensee when generally available to the public at no cost to Licensee. All major upgrades shall be made available to Licensee when generally available to the public at a license fee that shall be 25% less than the published upgrade license fee to licensees who have not entered into a PSA with Meadows.
- (f) **Replacement and Exchange of Dongles:** Dongles that are reported to be defective and are returned to Meadows will be replaced free of charge. Meadows shall replace any Dongle that is reported lost or stolen for a fee of \$350.00 when such payment is accompanied by an executed copy of the Meadows Integrated Media, Publishing Solutions Hardware Key Exchange/Replacement Form (copies of which are available upon request). Any Dongle for a particular Product may be exchanged for a Dongle for the same Product of a different type for a fee of \$100.00 when such payment is accompanied by an executed copy of the Meadows Integrated Media, Publishing Solutions Hardware Key Exchange/Replacement Form.
- (g) **Services Not Included Within Scope of Technical Support:** Technical support services that are related to hardware, operating systems, any third party software products, any software product of Meadows or any module of any software product of Meadows that is specifically excluded from the scope of this Agreement by the terms of **Exhibit A (the “Excluded Products”)**, any Product that has been modified by an entity other than Meadows without Meadows’s authorization of the modification and Meadows’s approval of the result of such modification, or any functional defect or other technical support incident caused by Customer’s operation of a Product on a computer system that does not meet the minimum system requirements that are specified in documentation that accompanies a Product are not included within the scope of this PSA. It is intended that technical support services be provided by Meadows only to answer questions posed to Meadows regarding the functionality or operation of the software that is within the scope of this PSA and correct functional defects that Licensee encounters when using such software. Technical support is not intended to include operator training or project-specific consulting services. Such services are available for a separate fee.
3. **Conditions for Support:** Licensees are not required to enter into a PSA with Meadows. However, if Licensee chooses to do so, then it must subscribe for and pay the fee that corresponds to the total number of Product licenses that it holds. Technical support services are provided to Licensee only with respect to the most current version (in terms of Major and Minor Release Number) of the particular Product that is available to the public. Upon request by Meadows, Licensee agrees to confirm the employee or agent status of any individual who requests technical support services from Meadows hereunder.
4. **Fees; Terms of Payment:** In consideration of the technical support services that are to be provided hereunder, Customer agrees to pay to Meadows the annual fee or portion of such annual fee that is described in **Exhibit A**. Such fee is dependent on the total number of licenses that are brought within the scope of this PSA as of the Effective Date. The fee that is applicable to the Term (as hereinafter defined) shall also be dependent on the calendar quarter in which the Effective Date falls, as set forth in **Exhibit A**. All fees due hereunder shall be paid in full in advance. The annual fee that is applicable to any extension of the Term shall be dependent on the total number of licenses that Licensee has in effect as of the date on which the term is extended.

If Licensee fails to enter into this PSA within 30 days after its purchase of a Product or if Licensee fails to renew this PSA on or before January 1 of any subsequent year, then at the time of its entering into this PSA or renewing the Term, as the case may be, Licensee shall be liable for the pro-rated fee that is applicable to the number of Product licenses Licensee has in effect at such time plus a reinstatement fee equal to the annual fee that is applicable to such number of licenses. For example, if Licensee has 10 licenses in effect and does not

renew this PSA until July of the year that immediately follows the year in which this PSA expired, then Licensee shall be liable for the payment of a fee equal to the sum of the pro-rated fee that is applicable to 10 licenses plus a reinstatement fee equal to the annual fee that is applicable to 10 licenses. The next year's renewal fee shall be equal to the annual fee that is applicable to 10 licenses if no change in the number of licenses occurs and this PSA is renewed on or before January 1.

Meadows shall have the right to adjust its annual fees due hereunder prior to any renewal upon at least 30 days' advance notice. Licensee may terminate this Agreement at any time, without cause, but in such event, Meadows shall not be liable for any refund of fees paid to it hereunder.

5. **Term of Agreement:** The term (the "Term") of this PSA shall begin on the Effective Date and shall end on December 31 of the year in which the Effective Date falls, unless the Effective Date is on or after October 1, in which case the Term shall end on December 31 of the year immediately following the year in which the Effective Date falls. For so long as Meadows offers technical support services, Meadows shall issue an invoice for the applicable annual renewal fee on or before December 1 of each year. The Term of this Agreement shall automatically renew for an additional year, as of January 1, upon Licensee's payment in full of the applicable annual fee on or before January 1.
6. **Warranties:** Meadows warrants that all technical support services rendered hereunder shall be provided in accordance with professional standards for care and skill and in a diligent manner. Notwithstanding the terms of the warranty set forth above, Meadows does not warrant that it will be able to answer all questions or correct all functional defects or other technical support incidents that are related to the Products or any other software products of Meadows that are within the scope of this Agreement and that are brought to its attention.
7. **Default; Remedy:** If Meadows is unable to resolve a technical support matter, and as a result of Meadows's inability to resolve such matter, Licensee is unable to use a Product and therefore exercises its right under the applicable license to return such Product, then Meadows shall be in default hereunder. In the event of such default, Licensee's sole remedy hereunder shall be the return by Meadows to Licensee of that portion of the fee, which pertains to the copies of the Product that are affected, paid by Licensee that corresponds to the portion of the Term or renewal of the Term, as the case may be, remaining at the time of such return of the Product. Notwithstanding any other terms hereof to the contrary, Meadows shall not be deemed to be in default hereunder if the resolution of any technical support incident requires that Licensee upgrade any third party software, including, but not limited to, an operating system or QuarkXPress® software, and Licensee refuses or otherwise fails to do so.
8. **Limitation of Liability: IN NO EVENT SHALL MEADOWS BE LIABLE TO LICENSEE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, OR FOR ANY INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM INTERRUPTION OF BUSINESS OR LOSS OF PROFITS, REVENUES, DATA, OR USE, OR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY OBLIGATION RELATING TO THIS PRODUCT SUPPORT AGREEMENT, EVEN IF MEADOWS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FORM (E.G., CONTRACT, BREACH OF WARRANTY, TORT, OR OTHERWISE) IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT AGAINST MEADOWS.**
9. **Notices:** Any notice ("Notice") required or permitted under this PSA must be in writing and sent to the other party's address as it appears in this PSA or as it has been changed by means of an effective Notice. Any such Notice shall be sufficiently made and effective on (i) the date of personal delivery if made by a messenger service that can be traced or (ii) the date of successful transmission if sent by facsimile or e-mail. Any Notice from Licensee to Meadows is to be directed to the party who signs this PSA on behalf of Meadows. In the

event a Notice of Default is given to Meadows, an additional copy of such Notice is to be given to: Vice President and General Counsel, Meadows Corporation, 225 Main Street, Menasha, WI 54952; Tel. No. (920) 751-7708; Fax No. (920) 751-7792. Any Notice from Meadows to Licensee is to be directed to the person who is identified on the signature page of this PSA. In the event a Notice of Default is given to Licensee, an additional copy of such Notice is to be given to the additional person who is identified on the signature page of this PSA.

10. Governing Law: This PSA, the performance of the parties hereunder, and any disputes arising out of or related to this PSA shall be governed by or construed in accordance with the laws of the State of Illinois applicable to contracts made and performed entirely within Illinois by residents of Illinois without presumption or construction against the party responsible for the drafting of any particular terms that are set forth herein.

11. Complete Agreement: This PSA may be executed in one or more counterparts, each of which shall be deemed to be an original of the party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This PSA shall become binding when one or more counterparts of it, individually or taken together, shall bear the signatures of both parties. This PSA may be executed by the execution of facsimiles of it, and the parties agree that one or more facsimiles of any counterparts of this PSA that bear facsimiles of the signatures of both parties shall constitute one and the same original of this PSA. The parties have read this PSA and agree to be bound by its terms. The parties agree further that this PSA and any exhibits referred to, which are hereby incorporated by this reference, constitute the complete and entire understanding and agreement between the parties with respect to the transactions contemplated herein and supersede any and all prior or contemporaneous oral or written communications with respect to the subject matter hereof, all of which are merged herein. No representations or statements of any kind made by either party that are not expressly stated herein shall be binding on any party. **To the extent that there shall be any conflict between the terms that are set forth in any exhibit that is referred to and incorporated herein by reference and the terms that are set forth in these sections, the terms that are set forth in the exhibit shall control.**

IN WITNESS WHEREOF, the parties have caused this PSA to be executed and delivered by their respective duly authorized representatives, effective as of its Effective Date.

Meadows Information Systems, LLC

(Insert Complete Legal Name of Licensee)

By (Signature): _____
Printed Name: _____
Title: _____
Date: _____
E-mail Address: _____

By (Signature): _____
Printed Name: _____
Title: _____
Date: _____

Complete Address (include postal code and country):

Fax Number: _____

E-mail Address: _____

Incorporated (organized) under the laws of _____

Name, Title, Addr., and Fax No. of Person to Whom
Additional Copy of Notice of Default is to be Given

Name: _____

Title: _____

Address: _____

Fax Number: _____

E-mail Address: _____

Exhibit A

Product Support Agreement Fee

Number of Licenses: _____ (1)

Applicable Annual Fee: \$ _____ (2)

Pro-rated Fee (if applicable): \$ _____ (3)

Reinstatement Fee (if any; see Section 4, par. 2): \$ _____ (4)
(If none, insert zero.)

Total Fee Due [sum of (2) and (4) or (3) and (4)]: \$ _____

Excluded Products

The following products or modules of products are specifically excluded from the terms of this Agreement. If none, then insert "NONE."

- 1.
- 2.