



ServicePlus Maintenance Plan for QuarkXPress software

ServicePlus™ is an optional software maintenance plan to enhance your QuarkXPress® site license and protect your investment in Quark® software by ensuring that you are always using the most recent version of QuarkXPress.

ServicePlus benefits:

- Premium unlimited technical support via the phone and through e-mail for the duration of your maintenance term
- QuarkXPress "GAP" or transitional training and implementation consultation for QuarkXPress 7.0 and Quark License Administrator (QLA) for all production staff
- Volume pricing on QuarkXPress purchases
- Free upgrades to QuarkXPress throughout the duration of the program term. You will receive automatic notification through an e-mail message, and the software will be made available to you electronically.

By enrolling your QuarkXPress site license in the ServicePlus program, you have chosen to enhance your QuarkXPress site license and provide your creative staff with valuable QuarkXPress training and unlimited technical support.

Next steps

Before you can schedule training or call for support, you must first activate your membership. Activation of ServicePlus gives you the extra benefit of having a direct regional account manager who is available for onsite visits and can handle all of your Quark-related issues.

Activating your membership is easy. Choose one of the two activation methods listed below:

Call the ServicePlus phone number at 1.800.998.1716 and let them know that you are interested in activating your new ServicePlus membership, or

Send an e-mail message to serviceplus@quark.com with the same request

Thank you again for your interest in continuing and strengthening the relationship between our respective companies.

Save Money with Free Upgrades

Take advantage of the significant savings from purchasing software maintenance. A one-year plan can save you over 48% on an upgrade.

One-Year ServicePlus Software Maintenance Program			
	1 Upgrade Cost*	Maintenance Cost	You Save!
QuarkXPress 7 Commercial	\$284	\$149	\$135
QuarkXPress Passport® 7	\$474	\$229	\$245

* Based on minimum purchase of 5-site license.

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Purchasing ServicePlus:

ServicePlus is available through your Quark reseller or Quark customer service. To find the nearest reseller or for more information, visit: <http://www.quark.com/volumelicensing>

Pro-Rating of Enrollment Fee

Companies that enroll into the ServicePlus program may request a pro-rated enrollment rate in order to meet corporate budgetary cycles. This rate will be calculated from enrollment month until the end of the calendar year.

ServicePlus Maintenance program

- 12- or 24-month term available
- Minimum enrollment of five licenses

Benefits:

Desktop professional services:

1. Onsite, one-day, GAP or transitional training for all creative staff (or two days for 24-month enrollment); training days must be scheduled during enrollment period
2. Discounted Curriculum based training, with certified QuarkXPress trainer, at the discount rate of \$895 (\$305 discount) per day, plus trainer expenses

Technical support services:

3. Technical support provided through e-mail and a dedicated direct ServicePlus member phone number to Level 2 and 3 Quark technicians

License support:

4. Site consolidations and de-consolidations
5. Concurrent usage of QuarkXPress 6/7 using QLA software.
6. Free replacement CD's.
7. 20% discount for freelancers and outside content creating vendors.
8. 25% discount on all Quark branded XTensions® for QuarkXPress.
9. 50% discount on Trade-Ups of North American QuarkXPress to Passport.
10. No Charge Maintenance Upgrade of QuarkXPress Software, if an upgrade is released during ServicePlus term.
11. 30-day terms. Direct orders are subject to credit approval. Channel Reseller orders will abide by the terms of the reseller.

ServicePlus business rules

1. Volume discount is applied prior to tax and shipping charges
2. Competitive upgrades are:
 - a. Granted with valid serial number information from one of the following applications: Adobe® InDesign®, Adobe PageMaker®, Adobe FrameMaker®, CorelDraw®, Microsoft® Publisher
 - b. Sold in conjunction with ServicePlus enrollment only
3. ServicePlus is not available in Latin America
4. As stated in the ServicePlus agreement, Quark retains the right to audit books and records as they pertain to any aspect of the Quark products

ServicePlus definitions

1. Onsite one-day GAP training for all creative staff

Quark Inc. agrees to provide transitional GAP training to consist of the following:

- a. It is a lecture style, "What's New" training method that covers all new features and workflow enhancements of the new QuarkXPress release rather than a chaptered curriculum approach; this will help each location to immediately get a handle on the new version of QuarkXPress and see how the new features can be implemented in their workflow
- b. The enrolling company will provide the location for the training; Quark Inc. assumes that training will occur at the enrolling companies location(s)
- c. Should the corporate location prove to be outside reasonable travel for the instructor, then the training may be given through a live Web presentation

2. Level 2 and 3 technical support via the phone and through e-mail

- a. ServicePlus offers unlimited phone and e-mail technical support for all application- and QuarkXPress-related workflow issues. Emergencies are resolved more quickly as they are identified and escalated.
- b. Enrolling company is entitled to unlimited access to Quark's ServicePlus support technicians, Monday through Friday, excluding major holidays, between the hours of 7:00 a.m. and 5:00 p.m. Mountain Time in the United States and Canada and between the hours of 8:30 a.m. and 5:30 p.m. Central European Time in Europe. In the United States and Canada, technical support is available in the English language. In Europe, technical support is available in English, French, and German.
- c. Support technician contact information
In the United States and Canada:
Phone number: 1.800.788.7841
E-mail addresses: ServicePlus@quark.com OR ServicePlustechs@quark.com

3. Site consolidations and de-consolidations

Enrolled ServicePlus corporate members can alter the QLA configurations of their QuarkXPress site license at no additional cost.

4. Payment terms

- a. Credit letter approval may be required for any direct orders, in order to update company information.
- b. All Reseller purchases are subject to reseller terms and conditions.

5. Replacement CD's and Additional Media kits

- a. You may request media replacement CD's as part of your enrollment.
- b. ServicePlus members are entitled to request an additional 3 media kits, or manuals for their QuarkXPress site. Media kits are at no cost, however, ServicePlus member will be responsible for any shipping and handling charges.

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6. Concurrent usage of QuarkXPress 5/6/7 using QLA software.

With the usage of Quark License Administrator software (QLA), the enrolled company can request to keep their copies of QuarkXPress 5 or 6 concurrent with the current installation of QuarkXPress 7. This will aid in assisting and managing software and legacy file migrations.

7. Curriculum based training at the discount rate of \$895 (\$305 discount) per day, plus trainer expenses.

Should the enrolling company require a targeted curriculum based training for their creative and production staff, Quark can offer these services at a discounted rate.

The training shall consist of the following:

- Initial meetings with creative and production management to ascertain what the desired training sessions should accomplish.
- PDF or online questionnaire given to creative staff to establish QuarkXPress knowledge level.
- Training curriculum and statement of work will be delivered to the ServicePlus Company for approval prior to training.
- Training to be delivered by a certified QuarkXPress trainer and workflow specialist.

8. No Charge Maintenance Upgrade

Any version of QuarkXPress software (Updates and Upgrades) that is released during ServicePlus term is offered at no charge.

Updates will be free downloads from Quark.com. Upgrades shall be sent out from Quark Distribution at the customer's request.

- Quark makes no claim that an upgrade shall be released during any ServicePlus program term.
- Upgrade is only available to ServicePlus customers that are current in their maintenance status.
- Upgrade is neither offered, nor guaranteed for customers that have allowed their ServicePlus plan to expire.

All prices, program offerings, and product availability are subject to change without notice. Prices do not include sales tax.

Terms and Conditions

The QuarkAssurance Maintenance Program

These Terms and Conditions shall apply to the Maintenance and Technical Support Services (the "Services") provided to you ("Customer") by QUARK, as hereinafter defined, through your participation in the ServicePlus Maintenance Program (the "Program"). BY ENROLLING IN THE PROGRAM, CUSTOMER AGREES TO BE BOUND SOLELY AND EXCLUSIVELY BY THESE TERMS AND CONDITIONS, NOTWITHSTANDING ANY ADDITIONAL OR CONFLICTING TERMS CONTAINED IN ANY PURCHASE ORDER OR OTHER WRITTEN DOCUMENTATION ISSUED BY CUSTOMER.

For Customers whose principal place of business is in the Americas (North and South America and the Caribbean), Quark shall mean Quark, Inc., a corporation organized under the laws of the State of Colorado USA with principal place of business at 1800 Grant Street, Denver, Colorado 80203. For all other Customers, Quark shall mean Quark Media House SARL, a company organized under the laws of Switzerland with principal place of business at Monruz 2, Neuchâtel, CH-2000 Switzerland.

- Services.** The Services to be provided by Quark to Customer are set forth in the Program.
- Payment.** Payment terms shall be made in accordance with the payment terms set forth in the Program and/or the pro forma invoice issued by Quark to Customer upon the acceptance by Customer of the Program. In the event of a conflict between the Program and the pro forma invoice, the pro forma invoice shall prevail. Should Customer allow its enrollment in Quark Assurance to lapse for any period, Customer acknowledges that Quark may require Customer to pay reinstatement charges equal to Quark's then current maintenance fees for the lapsed period.
- Term and Termination.** Quark shall provide the Services for the term set forth in the Program (the "Term"). Unless otherwise stated therein, the Term shall commence on the date the Program is accepted by Customer. Quark may suspend or terminate the Services upon fifteen (15) days prior written notice to Customer in the event of a material breach by Customer if Customer fails to cure or commence in good faith to cure such breach during the fifteen day notice period. For the avoidance of doubt, non-payment or breach by Customer of the end user license agreement that accompanies the Quark Software shall be deemed material breaches by Customer.
- Limitations/Exclusions.** Quark shall have no obligation to support:
 - altered, damaged or modified Quark Software;
 - Quark Software that is not the then current release;
 - errors caused by Customer's negligence, hardware malfunction or other causes beyond the reasonable control of Quark;
 - Quark Software installed in a hardware or operating environment not supported by Quark; and
 - third-party software or components not licensed through or approved by Quark.
- Limited Warranties, Disclaimers and Limitations.** Quark warrants that the Services will be provided in a good and workmanlike manner and by qualified individuals with suitable training, education and experience to perform the Services. Quark can not and will not guarantee that an Upgrade will be released during the term set forth in the Program. Quark does not guarantee that every issue presented by Customer can or will be resolved. NOTWITHSTANDING THE FOREGOING, QUARK AND THE QUARK AFFILIATED COMPANIES MAKE NO WARRANTY OR REPRESENTATION EITHER EXPRESS OR IMPLIED WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, THEIR QUALITY, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL QUARK AND/OR THE QUARK AFFILIATED COMPANIES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS, PROFITS, BUSINESS INTERRUPTION, AND/OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE PRODUCTS OR SERVICES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL QUARK'S LIABILITY EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THE PROGRAM. Some jurisdictions, states, or provinces do not allow limitations on implied warranties, so the above limitations may not apply to particular customers.

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6. Governing Law, Jurisdiction and Venue.

- a. Customers in the Americas. For Customers whose principal place of business is in the Americas (North, South and Central America), this Agreement shall be governed in all respects by the laws of the United States of America and the State of Colorado, U.S.A., without regard to conflict of laws principles. As to such Customers, the District Court for the City and County of Denver, State of Colorado, and the United States District Court for the District of Colorado shall have sole and exclusive jurisdiction and venue over any dispute arising out of or in connection with this Agreement, and the Parties hereby submit themselves to the jurisdiction of said courts. NOTWITHSTANDING ANYTHING IN THIS SECTION TO THE CONTRARY, QUARK, THE QUARK AFFILIATED COMPANIES AND/OR THEIR LICENSORS SHALL NOT BE PREVENTED FROM ENFORCING THEIR RESPECTIVE OR COLLECTIVE INTELLECTUAL PROPERTY RIGHTS IN ANY APPROPRIATE JURISDICTION.
- b. Customers outside the Americas. For Customers whose principal place of business is outside the Americas, any dispute, controversy or claim arising under, out of or relating to this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to and finally determined by arbitration in accordance with the WIPO (World Intellectual Property Organization) Expedited Arbitration Rules (hereafter, "the Rules") in force at the time of the opening of the proceedings by one arbitrator appointed in accordance with the Rules. The place of the arbitration shall be Neuchâtel, Switzerland. The language to be used in the arbitral proceedings shall be English. The dispute, controversy or claim shall be decided in accordance with the laws of Switzerland. The above arbitration clause does not limit the right of the Parties to request temporary and/or provisional measures before any court of competent jurisdiction.
- c. Conflict. If there is any confusion or dispute as to whether Paragraph 5A or 5B applies, the Parties acknowledge and agree that Paragraph 5B regarding arbitration in Neuchâtel, Switzerland under the WIPO Expedited Arbitration Rules shall apply and bind the parties.
- d. Attorneys' Fees. In the event of a dispute related to this Agreement, the prevailing Party shall recover its costs and reasonable attorneys' fees incurred in conjunction with such proceeding.
- e. Exclusion of United Nations Sales Convention. The rights and obligations of the Parties under these Terms and Conditions shall not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods, hereinafter "the Convention." These rights and obligations shall be governed as provided in Section 6 hereof. The Parties hereby agree that the Convention does not apply to the resolution of any disputes arising out of or related to these Terms and Conditions.

7. **No Implied Waivers.** The failure of either party at any time to require performance by the other of any provision hereof shall not affect in any way the full rights to require such performance at any time thereafter. The waiver by either party of a breach of any provision hereof shall not be taken, construed, or held to be a waiver of the provision itself or a waiver of any breach thereafter or any other provision hereof.
8. **Captions and Section Headings.** Captions and section headings used herein are for convenience only, are not a part of these Terms and Conditions, and shall not be used in construing them.
9. **Assignment.** Quark may subcontract or assign its obligations under the Program in whole or in part, or any rights or duties thereunder, without the prior written consent of Customer, provided such assignee can fully satisfy Quark's obligations thereunder. Customer may assign the Program in whole, but not in part, upon prior written notice to Quark solely in the event of a merger, sale or other disposition of all or substantially all of the assets of Customer, provided that, with regard to any QuarkXPress software licensed to Customer, Quark's transfer policies are complied with.
10. **Severability.** If any provision of the Program or these Terms and Conditions is declared invalid, in whole or in part, by a court of competent jurisdiction, such provision may be modified or limited in its effect to the extent necessary to cause it to be enforceable. If any provision cannot be so modified or limited, then such provision shall be severed and the remainder of the Program and these Terms and Conditions shall remain in full force and effect.
11. **Entire Agreement.** These Terms and Conditions and the Program constitute the entire agreement between the parties pertaining to the subject matter hereof, superseding any and all previous agreements, Programs, representations or statements, oral or written. Any previous agreements between the parties pertaining to the subject matter of the Program is hereby expressly cancelled and terminated.
12. **Force Majeure.** Neither party shall be deemed to be in breach of its obligations as a result of any delays in the performance of their obligations (except for the payment of money due under the Program) caused by fire, explosion, act of God, strikes, war, riot, government regulation or act or any other cause beyond the reasonable control of such party, provided that each party gives the other party written notice and promptly uses its best efforts to cure the delay.