

Kitware Support Services Terms and Conditions

By purchasing a Kitware Support Contract through Kitware's online store, the CUSTOMER agrees to the following terms and conditions.

1. The Services

KITWARE will provide one year of support work ("Services") not to exceed the Payment as defined in Section 3. Services may include, but are not limited to, software support, training, bug fixes, and the development of new features related to Kitware's open-source software. All bug fixes and new features developed by KITWARE in performing these Services will be owned by KITWARE and may, at KITWARE's discretion, be contributed to the appropriate open-source project.

2. Fee

The purchase price ("Payment") paid by the CUSTOMER to KITWARE for the Services defined herein will constitute the ceiling for this effort. Services will be provided at an hourly rate based on labor category (Professional Services Fees) and these Professional Services Fees will be charged against the Payment until the Payment is fully spent or the one year term of this Agreement expires. The hourly rates are:

Labor Category	All Other Locations	DC Metro
Junior Technical Staff 1 / JTS1	115	144
Junior Technical Staff 2 / JTS2	145	181
Annotation Specialist 1 / AS1	70	88
Annotation Specialist 2 / AS2	85	106
Software Developer 1 / SD1	130	163
Software Developer 2 / SD2	160	200
Software Developer 3 / SD3	190	238
Software Developer 4 / SD4	220	275
Administrative Support / AD1	125	156
Administrative Support 2 / AD2	145	181
Graphics Designer 1 / GD1	105	131
Graphics Designer 2 / GD2	155	194
System Administrator 1 / SA1	155	194
System Administrator 2 / SA2	200	250
Information Security 1 / IS1	225	281
Program Manager 1 / PM1	150	188
Program Manager 2 / PM2	165	206
R&D Engineer 1 / RDE1	185	231
R&D Engineer 2 / RDE2	220	275
Subject Matter Expert 1 / SME1	235	294
Subject Matter Expert 2 / SME2	260	325
Subject Matter Expert 3 / SME3	295	369
Computer Vision Researcher 1 / CVR1	245	306
Computer Vision Researcher 2 / CVR2	275	344
Computer Vision Researcher 3 / CVR3	290	363
R&D Leader 1 / RDL1	285	356
R&D Leader 2 / RDL2	335	419
R&D Leader 3 / RDL3	475	594

3. KITWARE Responsibilities

KITWARE represents that it will use Reasonable Efforts (the efforts that a reasonable person in the position of KITWARE would use) to perform the Services in accordance with this Agreement. KITWARE shall have sole discretion in staffing the tasks to be completed. KITWARE makes no guarantee regarding the amount of time it will take to provide the requested Services. KITWARE will not incur any expenses in excess of the Payment to perform these Services.

4. Term

This Agreement shall commence on the date of purchase ("Effective Date") and shall continue for one year (Term). Any unused portion of the Payment will be forfeit after the one year anniversary of the Effective Date.

5. Indemnification

The CUSTOMER shall defend, indemnify and hold harmless KITWARE from and against any claim, demand, suit, proceeding, damage, cost and expense, including, without limitation, attorneys' fees, which arise or result from the use or distribution of the CUSTOMER's products with any work performed by KITWARE under this contract embedded in such products.

6. Disclaimer of Implied Warranties

THE CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE CUSTOMER'S USE OF THE WORK PERFORMED UNDER THIS CONTRACT IS AT THE CUSTOMER'S SOLE RISK. THIS WORK AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", "WITH ALL FAULTS," WITHOUT WARRANTY OF ANY KIND. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE WARRANTIES AND ARE IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. KITWARE SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7. Limitation of Liability

THE CUSTOMER AGREES THAT KITWARE'S MAXIMUM LIABILITY TO THE CUSTOMER SHALL NOT EXCEED THE AMOUNT PAID BY THE CUSTOMER TO KITWARE AND IN NO EVENT SHALL KITWARE BE LIABLE TO THE CUSTOMER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES HEREUNDER, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA OR INFORMATION OF ANY KIND, HOWEVER CAUSED.

8. Use of Name

Kitware will not make use of Customer's name, trademarks or logo, or any variations thereof, without the prior written consent of Customer. Notwithstanding the foregoing, Customer agrees that Kitware may include Customer's name and logo in customer lists or related marketing and promotional material for the purpose of identifying users of Kitware's Services. Customer may revoke this limited right to use Customer's name and logo by providing written notice to Kitware.