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	100	125
Junior Technical Staff 2 / JTS2	135	170
Annotation Specialist 1 / AS1	60	75
Annotation Specialist 2 / AS2	80	100
Software Developer 1 / SD1	120	150
Software Developer 2 / SD2	145	180
Software Developer 3 / SD3	175	220
Software Developer 4 / SD4	200	250
Administrative Support / AD1	115	145
Administrative Support 2 / AD2	130	160
Graphics Designer 1 / GD1	95	120
Graphics Designer 2 / GD2	140	175
System Administrator 1 / SA1	140	175
System Administrator 2 / SA2	185	230
Information Security 1 / IS1	205	255
Program Manager 1 /PM1	135	170
Program Manager 2 / PM2	155	195
R&D Engineer 1 / RDE1	165	205
R&D Engineer 2 / RDE2	200	250
Subject Matter Expert 1 / SME1	215	270
Subject Matter Expert 2 / SME2	245	305
Subject Matter Expert 3 / SME3	285	355
Computer Vision Researcher 1 / CVR1	225	280
Computer Vision Researcher 2 / CVR2	260	325
Computer Vision Researcher 3 / CVR3	275	345
R&D Leader 1 / RDL1	260	325
R&D Leader 2 / RDL2	315	395
R&D Leader 3 / RDL3	440	550

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 LIABLITY 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 forgoing, 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.