

General Maintenance Terms for Software and Hardware

Humanetics Innovative Solutions, Inc.

Humanetics Innovative Solutions, Inc. or one its affiliated companies (“**Humanetics**”) and Customer have entered into a Software License Agreement (“SLA”) and the corresponding Universal Customer Agreement (“UCA” and together with the SLA, the “**Agreement**”). All Maintenance Services for Software or Hardware under the Agreement are governed by these General Maintenance Services Terms (“**General Maintenance Terms**”) together with any applicable Software-specific and Hardware-specific maintenance terms found at <https://www.humaneticsgroup.com/sw-terms> (“**Specific Maintenance Terms**”), and together with the General Maintenance Terms, the “**Maintenance Terms**”). In the event of a conflict, the Specific Maintenance Terms will supersede these General Maintenance Terms. Humanetics may modify any Maintenance Terms from time to time, provided however that any modifications are effective only upon Customer’s renewal of Maintenance Services, whether standalone or as part of a Subscription; changes cannot take effect during the then-current period of Maintenance Services without Customer’s express agreement. Capitalized terms have the meaning as defined elsewhere in the Agreement.

1. **BASIC MAINTENANCE SERVICES FOR SUBSCRIPTION SOFTWARE.** Basic maintenance services consisting of (i) enhancements to the Software or Hardware that are made generally available to other Company customers for no additional license fee; (ii) telephone and e-mail hotline support during Company’s regular business hours and as described below; and (iii) commercially reasonable efforts to correct documented Defects in cases where the Defect causes the Software or Hardware to fail to perform as provided in the Documentation (“**Basic Maintenance Services**”) are automatically included during the Offering Term for non-perpetual, subscription-based Software licenses, provided that Licensee pays the applicable license fee for the Software and Company offers Maintenance Services for such Software.

2. **MAINTENANCE SERVICES FOR PERPETUAL AND DISCONTINUED SOFTWARE.**

No Maintenance Services, including Basic Maintenance Services, are included with Offerings or Software licensed pursuant to a perpetual Offering Term (“**Paid-Up Licenses**”). As set forth below, Maintenance Services must be purchased separately from Humanetics for Paid-Up Licenses for an additional fee (“**Maintenance Fee**”) as set forth in the Order. If Customer has not paid the Maintenance Fees for Paid-Up Licenses, Humanetics shall have no obligation under this Agreement to supply updates, modifications or enhancements to the Software.

Software and Hardware provided at no fees or that are designated as retired, discontinued, obsolete or legacy on the Order are not covered by any Maintenance Services, unless explicitly provided otherwise on the Order, e.g. by reference to End-of-Life Maintenance Services or Extended Maintenance Services.

3. **MAINTENANCE TERM, RENEWALS.** To the extent not automatically included with the applicable Offering, Customer may purchase Maintenance Services from Humanetics for an initial annual maintenance term or other time period specified in the Order Form. Thereafter, purchased Maintenance Services will automatically renew for successive 12-month terms unless either party terminates by providing written notice at least ninety (90) days prior to the expiration of the then-current term. Customer acknowledges that renewal orders for Maintenance Services shall be deemed accepted by the Customer by payment of any invoice issued for Maintenance Services, course of dealing between the parties, or receipt of Maintenance Services following the automatic renewal date. If Customer purchases additional Software licenses or Hardware, Humanetics may adjust the maintenance term and pro-rate the annual fees to be coterminous with the existing maintenance term and billing cycle.
4. **ADDITIONAL AND OPTIONAL MAINTENANCE SERVICES.** For certain Software and Hardware, additional support levels and services may be available for purchase as specified in the applicable Specific Maintenance Terms, including enhanced support levels and optional services such as remote support, agent-based diagnosis service or remote monitoring, onsite service, support for prior versions and extended support hours.
5. **NEW RELEASES OF SOFTWARE.**

New versions of the Software may be either a maintenance release which generally consists of Error corrections (“**Maintenance Release**”), or a major release which generally is a new version of the Software that contains new or enhanced functionality (“**New Version**”, and together with Maintenance Releases “**Releases**”). As part of Maintenance Services, including Basic Included Maintenance Services, Customer will receive new Maintenance Releases and Major Releases as released to Humanetics’ customers in general. All Maintenance Releases and New Versions provided by Humanetics to Customer are deemed Software and are governed under the terms of the Agreement. This right does not extend to any release, module, option, future product, or any upgrade in functionality or performance of the Software which Humanetics develops as a customized product for a single customer or that Humanetics develops and licenses as a separate product.

Customer is responsible for the installation and implementation of any new version and any required data conversion. Customer will install all Maintenance Releases and New Versions as soon as practicable after receipt. To the extent Customer requires Humanetics assistance or support to install such Maintenance Releases, Customer agrees to provide Humanetics with access, either remotely or on-site, and upon reasonable written notice from Humanetics, to Customer’s facilities and systems solely to the extent necessary to permit Humanetics to implement Maintenance Releases. Customer is responsible for the compatibility and configuration of its own equipment and software with the Software or Hardware provided by Humanetics and may purchase additional Maintenance Services packages or separate Professional Services for assistance.

6. **MAINTENANCE OF PRIOR VERSIONS OF THE SOFTWARE.** Upon a Maintenance Release or New Version, Humanetics will maintain the three latest Releases (i.e., N, N-1, N-2). Humanetics will not provide Maintenance Services for any Release preceding the three latest Releases (i.e., N-2 and prior). If an Error has been corrected in an update to the prior New Version, Humanetics may require the Customer to upgrade to the Point Release that contains the Error correction rather than providing a separate patch or workaround.
7. **EXTENDED AND END OF LIFE MAINTENANCE SERVICES.** At Humanetics' sole discretion, Humanetics may substitute products with similar functionality and features for discontinued Software at no additional charge to Customer or offer Extended or End-of-Life Maintenance Services for certain Software or Hardware subject to an additional fee. Extended Maintenance Services support Software or Hardware following the expiration of mainstream support. End-of-Life Maintenance Services support Software or Hardware that are no longer distributed and supported by Humanetics generally, and which are not covered by mainstream or Extended Support services.
8. **ERROR CORRECTIONS.** An Error means the failure of the Software or Hardware to conform substantially to the Documentation ("Error"). Customer may report any suspected Error to Humanetics and will provide Humanetics with a detailed written description and documentation of the suspected Error. Customer will cooperate with Humanetics' investigation of the reported Error. If Humanetics finds that the Software contains an Error, Humanetics will use commercially reasonable efforts to correct the Error through a patch, workaround or via the next Maintenance Release or New Version of the Software, at the discretion of Humanetics.
9. **TECHNICAL SUPPORT (STANDARD HOURS OF OPERATION).** Customer may receive telephone support by calling the support center that supports the specific Software or Hardware as described on Humanetics' Support Center found at <https://support.humaneticsgroup.com/> (the "Support Website"). Support is available during normal business hours, excepting local holidays, for the support center that covers the geographic area in which Customer is authorized to use the applicable Software or Hardware. If Customer licensed or purchased the Software or Hardware through an authorized solution partner, Customer shall receive first-line telephone support from such partner during the business hours established by the partner, excepting holidays. On the Support Website, Customer also may log support requests, report suspected Errors, monitor progress on requests, download fixes and workarounds, exchange information on a community forum, and access release notes and other Software or Hardware information. If reasonably requested by Humanetics, Customer will allow Humanetics to perform Maintenance Services at Customer's facilities or via remote screen-sharing technology.
10. **TECHNICAL CONTACT.** Humanetics may require Customer to designate one or more employees as the technical contacts for Maintenance Services. The employee(s) will be trained on the applicable Software and/or Hardware, and will serve as the primary contact(s) for requesting and receiving Maintenance Services.
11. **LIMITATION OF REMEDIES.** Humanetics' exclusive responsibility and Customer's sole and exclusive remedy for a failure to correct an Error will be that Customer may terminate Maintenance Services for the Software or Hardware directly affected by the Error and receive a pro-rata refund of the fees paid for the remainder of the then-current Maintenance Services term for such Software or Hardware.
12. **INITIAL AND RENEWAL FEES.** For direct orders by Customer to Humanetics, the fees for Maintenance Services will be set forth on the Order Form. Humanetics may increase its maintenance fees by giving notice to Customer at least ninety (90) days prior to the expiration of the then-current term. Customer must purchase Maintenance Services for all supported Software used at a single location.
13. **THIRD PARTY MATERIALS.** Humanetics only certifies that third-party products furnished by HUMANETICS will function in conjunction with the Software or Hardware in accordance with the Documentation. Any other use of third-party products by Customer, whether as a stand-alone product or with the Software or Hardware, has not been tested and is not certified by Humanetics. While Humanetics may assist Customer with the interoperability of third-party products with the Software or Hardware, Humanetics has no obligation to support products acquired from a third party. Customer will ensure that Humanetics has the rights to use any third-party products or other third-party intellectual property made available to Humanetics by Customer as necessary for the performance of Maintenance Services.
14. **UNSUPPORTED OPERATING ENVIRONMENT.** Maintenance Services apply only to the operation of the Software or Hardware when used according to the Agreement and the applicable Documentation. Humanetics is not obligated to provide Maintenance Services for Software run on an unsupported platform or Software or Hardware that have been modified by anyone other than Humanetics, Humanetics affiliates or Humanetics subcontractors at Humanetics' express direction. Supported configurations and hardware environments are described in the Documentation.
15. **THIRD-PARTY HOSTING PROVIDERS.** If Customer uses an approved third party to host the Software on Customer's behalf, Customer must demonstrate that any reported Errors are not the result of such third-party hosting (for example, by reproducing the problem on physical hardware).