



Product Maintenance and Support Terms

Eos Group, Inc.

Eos Group provides Technical Support and Product Maintenance as indicated below. The applicable Eos Group Product, Effective Date, and M&S level are set forth on the Maintenance and Support order form and/or invoice, Client's purchase Order, or, if Client has purchased support on a per incident basis, in the registration form completed by Client upon such purchase.

Service Terms

Requirements. Client may purchase initial M&S only for the most current, generally available release of the Product. Limited exceptions may apply for specific Products as deemed appropriate by Eos Group.

- a. For all current and additional Product Licenses purchased for a particular Eos Group Product or suite, including those where M&S is not required at the time of purchase of the applicable Product License, Client must purchase and/or renew M&S at the same M&S level for the purchased product or suite.
- b. For most Products, a minimum of one (1) year of M&S must be purchased. Eos Group may update these M&S Terms after the first year of the Maintenance Period with forty-five (45) days advance notice to Client. Upon any renewal, Eos Group's current terms and conditions for the M&S will apply. Termination or non-renewal of M&S will not terminate the applicable Product Licenses.
- c. Eos Group, during the course of providing Technical Support, may determine that a reported problem is related to Modified Code. Where Eos Group suspects that a problem may be related to Modified Code, Eos Group, in its sole discretion, reserves the right to request that the Modified Code be removed. If Eos Group cannot directly identify the root cause of a problem, or reasonably suspects that the problem is related to Modified Code, Client shall be informed that additional assistance may be obtained by Client directly from various product discussion forums or via engagement for an additional fee with Eos Group's consulting M&S group.

End of Availability. Eos Group may, at its discretion, decide to retire Product and/or M&S at any time ("End of Availability") upon notice. Notice of End of Availability, the last date of general commercial availability of the Product and applicable support lifecycle support policies and timelines for discontinuance, shall be provided via the Eos Group public notification and press release.

Eligibility. Problems caused by the following situations are not included in the M&S services but may be addressed separately upon request at Eos Group's then-current hourly rates for consulting, subject to then-current standard consulting M&S terms and conditions:

- a. **accident**; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure of electric power, air conditioning or humidity control; failure of rotation media not furnished by Eos Group; operation of the Product with other media not in accordance with the manufacturer's specifications; or causes other than ordinary use; or
- b. **improper** installation by Client or use of the Product that deviates from any operating procedures as specified in the Documentation; or
- c. **actual or attempted modification**, alteration or addition to the Product undertaken by Client or any third party; or
- d. **Third Party Products**, other than the interface of the Product with the Third Party Products; or

- e. **Modified Code;** or
- f. any customized deliverables created by Eos Group specifically for Client as part of consulting M&S; or
- g. any technical issue unrelated to an Error.

With respect to Eos Advisor, issues caused by the following matters are not included in the M&S plan: (i) use of the Product with an unsupported Java Development Kit (JDK) or Java Runtime Environment (JRE) (see Documentation for specific versions of what is supported); or (ii) APIs, interfaces or data formats other than those included with the Product.

Open Source Product Support. Eos Group's policy is that Client is not entitled to receive M&S for Open Source Products not provided with the Product package, unless Eos Group specifically makes available M&S for such Open Source Product on its M&S price list. To the extent Eos Group provides M&S for Open Source Products, these M&S terms shall apply, and Eos Group will provide M&S for the Open Source Products, provided such Open Source Products have not been modified by Client, its employees or agents.

Client Responsibilities. Eos Group's obligations regarding M&S are subject to the following:

- o Client agrees to receive from Eos Group communications via e-mail, telephone, and other formats, regarding renewals, quotes, and other topics relating to M&S (such as communications concerning an Error or other technical issues and the availability of new releases). Client's technical contact shall cooperate to enable Eos Group to deliver the M&S.
- o Client is solely responsible for the use of the Product by its personnel and shall properly train its personnel in the use and application of the Product.
- o Client shall promptly report to Eos Group all problems with the Product, and shall implement any corrective procedures provided by Eos Group reasonably and promptly after receipt.
- o Client is solely responsible for protecting and backing up the data and information stored on the computers on which the Product is used and should confirm that such data and information is protected and backed up before contacting Eos Group for Technical Support.

Eos Group is not responsible for lost data or information in the event of Errors or other malfunction of the Product or computers on which the Product is used.

Eos Group Responsibilities. Eos Group's obligations regarding M&S are the following:

- o Eos Group attempts to respond to all M&S requests within forty-eight (48) business hours.
- o Eos Group maintains Standard Business Hours of Monday through Friday, (9:00 a.m. to 5:00 p.m. Eastern Time), except for United States Federal holidays and publicly announced outages.

Maintenance Fees

Maintenance Fee Schedule

- a Unless otherwise indicated on the Order, Maintenance Fees are payable on the Effective Date or, in the case of a renewal term, no later than the date of commencement of the applicable Maintenance Period. Maintenance Fees are non-refundable.
- b Maintenance Fees, including renewals, are based on twenty percent (20%) of the Eos Product licenses purchased by Licensee, based on the license fee at time of renewal unless otherwise specified. If Client elects not to renew the M&S plan or, in the case of Product that was

purchased without M&S, Client may later re-enroll or enroll, as the case may be, for the M&S plan, subject to section d below.

c For any renewal or addition of M&S that requires a minimum purchase of one (1) year, Client may elect to make M&S for all or a portion of its Product Licenses coterminous. If so, Eos Group will prorate the applicable Maintenance Fees for the current Maintenance Period based on the number of full or partial months remaining in the current Maintenance Period.

d If Client purchases M&S after acquiring the Product Licenses, or had elected not to renew M&S and later wishes to re-enroll in the M&S, Client must move to the then-current Major

Release of the Product and pay:

(i) the applicable Maintenance Fees for the current Maintenance Period;

(ii) the amount of Maintenance Fees that would have been paid for the period of time that Client had not enrolled in the M&S, and

(iii) a reinstatement fee equal to one year of Maintenance Fees in (i) and (ii).

e In cases where Client purchases a License to upgrade from one edition of the Product to another, any unused period of the Maintenance Period on the original License will be converted and used to extend the Maintenance Period for the newly purchased upgraded License. This paragraph does not apply to enterprise license agreements.

Maintenance Fees

A Client that purchased M&S from an Eos Group Authorized Service Provider and is renewing only Technical Support through the Authorized Service Provider may purchase Maintenance separately on a renewal basis from Eos Group. In this case, the renewal fee for such Maintenance is twenty (20%) of the list price of the Product at the time the Product was purchased. "Authorized Service Provider" means a third party that is authorized under contract by Eos Group to provide first and/or second level Technical Support for Eos Group products.

Miscellaneous Terms

Payment Terms. All Maintenance Fees are exclusive of any taxes, duties, or similar charges imposed by any government. Client shall pay or reimburse Eos Group for all federal, state, dominion, provincial, or local sales, use, personal property, excise, value added, withholding or other taxes, fees, or duties relating to the transactions. All invoices issued hereunder by Eos Group are due and payable within forty-five (45) calendar days of the date of the invoice. All amounts that are not paid on time by Client may be subject to a late charge equal to one and one-half percent (1.5%) per month, or, if less, the maximum amount allowed by applicable law. If payment of any Fee is overdue, Eos Group may also suspend performance until such delinquency is corrected.

Limited Warranty. Eos Group warrants that the M&S to be performed hereunder will be done in a workmanlike manner and shall conform to industry standards. Upon Client providing Eos Group with a detailed written notice to cure within thirty (30) days of occurrence of the nonconformance, Eos Group will re-perform the M&S to achieve commercially reasonable conformance with the above warranty. TO THE MAXIMUM EXTENT MANDATED BY LAW, THIS WARRANTY IS GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT MANDATED BY LAW, THIS REMEDY WILL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMANCE OF M&S.

Limitation of Liability. TO THE MAXIMUM EXTENT MANDATED BY LAW, EOS GROUP SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, ARISING FROM ITS PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT. EOS GROUP'S LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, EXCEED THE M&S FEES PAID BY CLIENT TO EOS GROUP UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT MOST DIRECTLY GIVING RISE TO THE CLAIM.

Termination. Eos Group may suspend performance of M&S if Client fails to meet its obligations as set forth under this Agreement. Eos Group may terminate M&S if such failure continues for thirty (30) days after Eos Group's written request to meet these obligations. Eos Group may terminate the Agreement and

all M&S at any time if (1) it is discovered that Client is currently in breach of its Product license restrictions, pursuant to Client's Product license or (2) Client is in material breach of this Agreement. **Other.** These terms may not be amended by Client except in a written document signed by both parties. Client agrees that purchase orders do not have to be signed to be valid and enforceable. If any provision of these Terms is found to be invalid or unenforceable, the remaining terms will continue to be valid and enforceable to the fullest extent permitted by law. The version of the Technical Support guide found at www.EosGroup.com/support is the governing version of such document; any translation into other languages is for convenience only. Eos Group may update the Technical Support guide periodically, without prior notice.

Definitions

- 1 **"Error"** means a failure in the Product to materially conform to the specifications as described in the applicable Documentation.
- 2 **"Modified Code"** means any modification, addition and/or development of code scripts (whether created by Eos Group, Client or any third party) that deviates from the predefined product code tree(s)/modules developed by Eos Group for production deployment and/or use and specifically excludes customizable Product options made generally available by Eos Group and for which M&S are available.
- 3 **"Maintenance Fees"** means those fees that are applicable to the M&S as specified in a corresponding Eos Group or reseller invoice.
- 4 **"Maintenance Period"** means the period for which Client has purchased the M&S and any subsequent renewal periods and shall commence: (a) for Product Licenses for which M&S is mandatory, on the date of installation of the applicable Product License Key(s), and (b) for Product Licenses for which M&S are optional, on the date of install of the Product.
- 5 **"Product"**, for purposes of these M&S Terms, the term "Product" does not include Modified Code, Third Party Products or customized deliverables that Eos Group creates specifically for Client.
- 6 **"Maintenance"** means the provision of Major Releases, Minor Releases and Maintenance Releases, if any, to the Product, as well as corresponding Documentation, to Client. With respect to the provision of Major Releases, Minor Releases and Maintenance Releases to Client pursuant to the M&S plan, Client acknowledges that Client's use of such Major Releases, Minor Releases and Maintenance Releases shall be subject to the terms accompanying such Major Releases, Minor Releases and Maintenance Releases which pertain to the License being granted and any associated restrictions.
 - a. "Major Release" also known generally as an "Upgrade" means a generally available release of the Product that contains functional enhancements or extensions, designated by Eos Group by means of a change in the digit to the left of the first decimal point (e.g. Product 5.0 >> Product 6.0).
 - b. "Minor Release" also known generally as an "Update" means a generally available release of the Product that introduces a limited amount of new features and functionality, designated by Eos Group by means of a change in the digit to the right of the decimal point (e.g. Product 5.0>>Product 5.1).
 - c. "Maintenance Release" also known as a 'Patch' means a generally available release of the Product that typically provides maintenance corrections or fixes only, designated by Eos Group by means of a change in the digit to the right of the second decimal point (e.g. Product 5.0 >> Product 5.0.1), or for certain Product, by means of a change in the digit of the Update number (e.g. Product 5.0 Update 1).
- 7 **"Technical Support"** means the provision of technical assistance by Eos Group, whether by phone, email, or messaging, to Client's personnel with respect to installation, product usage, analysis of problem reports, and Errors, at the corresponding M&S level purchased by Client.
- 8 **"Third Party Products"** means any third party Product or hardware that is manufactured by a party other than Eos Group or its Affiliates, and has not been incorporated into the Product or M&S offerings of Eos Group or its Affiliates.

