



eG Enterprise

Annual Software Maintenance Contract

This contract of maintenance (the "Contract") is provided by eG Innovations (the 'Licensor') to a Licensee for the maintenance and support of the Covered Software for a stipulated period of coverage.

This contract is provided as part of the eG Enterprise software installation. By agreeing to install and operate the eG Enterprise software, you agree to abide by the terms of this contract. If you have purchased "Annual Software Maintenance" for the eG Enterprise software, you will be covered by this Contract. If you have not purchased "Annual Software Maintenance" for the eG Enterprise software, you are not eligible to any of the services mentioned under this contract.

If you have entered into a custom Annual Software Maintenance contract with eG Innovations, that contract supersedes this contract.

1. **Definitions:**

- 1.1 **"Support Service"** means maintenance and support services including 8x5 email and phone support during business hours - i.e., 9 am to 5 pm, Monday to Friday excluding public holidays.
- 1.2 **"Covered Software"** means the software that Licensee has licensed from the Licensor. All such licensed software is covered by this contract and the Licensee CANNOT choose to cover only part of the software licensed by the Licensor to the Licensee.
- 1.3 **"Documentation"** means the manuals or similar reference materials relating to the Covered Software delivered to the Licensee by the Licensor. Documentation media used may be of any form that the Licensor deems necessary and convenient to use and transmit.
- 1.4 **"Update"** means individual fixes, patches, or software releases primarily designed to bring Covered Software into conformance with the Documentation or to correct errors, and minor feature improvements. Update releases are also referred to as "minor" releases and are indicated by the first number after the decimal point (e.g., 1.1 to 1.2 signifies a new update).
- 1.5 **"Upgrades"** means Covered Software releases primarily designed to provide new or improved features or functionality. Upgrade releases are also referred to as "major" releases and are indicated by the first number before the decimal point (e.g., 1.0 to 2.0 signifies a new upgrade). New products licensed separately to operate with the Covered Software are not part of the Upgrades.

2. **Maintenance:** Licensor shall provide the following Support Service:

- 2.1 **Problem Diagnosis:** If the Licensee discovers an error in the Covered Software that causes the Covered Software to fail to operate in material conformance to the specifications in the Documentation, the Licensee may inform the Licensor orally, but at the Licensor's request shall submit to the Licensor a written description in sufficient detail to permit the Licensor to reproduce such error or nonconformity. The Licensor shall use reasonable efforts to diagnose the Covered Software problems, via remote connection to

the Covered Software or in such other manner as the Licensor determines, by working to isolate and identify failures of the Covered Software to perform in accordance with the Documentation. Support procedures are more fully explained in Serial Number 11 of this Contract.

- 2.2 **Updates and Upgrades:** The Licensor shall notify Licensee of all Updates and Upgrades as Licensor releases them for all Covered Software. Updates and Upgrades constitute Covered Software under the Software License Agreement and are subject to the terms and conditions of the Agreement. Updates and Upgrades are provided at no additional charge during the term of this Contract. As they become available, the Licensor will provide updates and enhancements to the existing documentation.
- 2.3 Some new, updates and/or upgrades may require more advanced or larger capacity equipment and/or third party software. Equipment and software compatibility shall be the Licensee's sole responsibility.
- 2.4 Installation and deployment of Updates and Upgrades shall be the Licensee's responsibility and the Licensor will provide remote assistance as appropriate to ensure that the Updates and Upgrades are successfully enabled.
- 2.5 The Licensor will take all reasonable steps to correct defects in the Covered Software that are directly attributable to its programming if in its sole discretion, it recognizes them as having a materially detrimental effect on the performance of the Covered Software.
- 2.6 The Licensor will take all reasonable steps to have data anomalies repaired and data loss in the Covered Software directly attributable to programming minimized. This provision is subject to the Licensee's performance of scheduled data backups using a prudent method of media rotation.
3. **Access:** The Licensee shall ensure that Licensor and its subcontractor's personnel have prompt, safe access to the Covered Software at the installation site in accordance with reasonable facility access procedures but in a manner that does not delay performance by the Licensor. The Licensee shall ensure that Licensor has remote log-in access to the Covered Software in order to enable problem diagnosis.

4. Charges

- 4.1 The initial Annual Maintenance fee is based upon a 20% of the price of the Covered Software. Renewal fees are calculated annually for a 1-year period at 20% of the then prevailing list prices of the Covered Software at the time of renewal.
- 4.2 If the Licensee purchases additional Software during the course of the maintenance period, these additions will automatically be subject to Maintenance fees and will be invoiced accordingly. Charges for any partial month of coverage will be prorated on the basis of a thirty (30) day month to coincide with existing annual Maintenance term.
- 4.3 All charges for Software Maintenance are payable in advance. Failure to give at least thirty (30) days notice of intention not to renew the Maintenance contract will result in automatic renewal and the Licensee will be liable for an additional year's charges. Notwithstanding this, if the Licensee fails to pay any invoice within thirty (30) days of the invoice date, the Licensor may withhold services until payment has been received.

- 4.4 The Annual Maintenance fee for the Covered Software does not include charges related to third party software programs which may be required to run the Covered Software. The Licensee may be required to pay separately for any upgrades in such third party programs.
- 4.5 The Licensor reserves the right to charge late fees on overdue accounts.
- 4.6 Any customizations, configurations, installations required by the Licensee during deployment of the Covered Software are not included in the Support Services and will be billed at the prevailing rates for these services.
- 4.7 On-site support visits are also not covered by the Annual Maintenance fee for the Covered Software and will be billed at the prevailing on-site support rates.
- 4.8 Reinstallation, migration or reconfiguration of the Covered Software is not included in the Support Services and will be billed at the prevailing rates for these services.
- 4.9 Only one move of the node locked license for the Covered Software will be done for free in each year, and only after the Licensee has signed the license purge agreement. Any additional change would be billed at the then prevailing rates for professional services.
- 5. **Backward Compatibility:** The Licensor shall strive at all times to ensure that all Upgrades shall be Backwards Compatible with all hardware or third party software that is integrated/ works with the Covered software at the time of original installation of the Covered software.
- 6. **Exclusions from the Maintenance Contract:**

The following is expressly excluded from the terms of this Contract:

 - 6.1 Provision, installation and/or support of new versions and/or enhancements to current versions of third party software. Such software includes but shall not be limited to, operating system software, word processing, spreadsheet, and/or database software.
 - 6.2 Upgrading any hardware and memory on the system on which the Licensee uses the Covered Software.
 - 6.3 The Licensee must remain current on maintenance for all products that the Covered Software depends on for its performance, for as long as the Covered Software is in use. Cancellation of Maintenance on any one product/system may cause incompatibilities with related products, and the performance of Covered Software could be adversely affected.
 - 6.4 Repair of Covered Software and data if Licensor determines the failure is related to
 - 6.4.1 the equipment or supplies that the Licensee is using.
 - 6.4.2 misuse or neglect of the Covered Software including, but not limited to, failure to perform scheduled data backups using a prudent method of media rotation.
 - 6.4.3 any one other than a member of the Licensor's staff making any alteration to the Covered Software or to the system files which may affect the Covered Software.
 - 6.4.4 use of the Covered Software for purposes other than those which it was expressly designed.
 - 6.4.5 the use of any software other than the Covered Software.

7. **Additional Charges:** The Licensor reserves the right to charge additional support fees at its then standard rates for services performed in connection with reported incidents that are later determined to have been due to hardware or software not supplied by it. Notwithstanding the foregoing, the Licensor has no obligation to perform support services in connection with issues resulting from hardware or software not supplied by Licensor.

8. **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

NO WARRANTIES:

THE LICENSOR DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS OBTAINED BY THE LICENSEE IN USING THE SOFTWARE, THAT THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. THE SOFTWARE IS LICENSED "AS IS" AND THE MAINTENANCE SERVICES PROVIDED UNDER THIS CONTRACT SHALL BE PERFORMED IN A WORKMANLIKE MANNER. LICENSOR EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE AND SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY:

IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE DELIVERY OF MAINTENANCE SERVICES OR ANY DELAY IN DELIVERY OF THE MAINTENANCE SERVICES. LICENSOR'S MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER FORM OF LIABILITY) FOR DAMAGES OR LOSS, HOWSOEVER ARISING OR CAUSED, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY LICENSEE FOR THE RELEVANT SERVICES GIVING RISE TO THE LIABILITY.

9. **Term and Termination:**

- 9.1 This Contract shall run for the period agreed upon between the Licensor and Licensee. Thereafter, this Contract shall automatically renew for successive periods unless the Licensee gives the Licensor thirty (30) days' prior written notice of intent to terminate.
- 9.2 Any event permitting termination of the Software License Agreement shall also permit termination of this Contract. If the Licensor terminates this Contract prior to expiration of its term owing to a material breach, any charges prepaid for Support Service shall be refunded pro rata.

10. **General**

- 10.1 Governing law; Jurisdiction. This Contract is governed by the laws of the Republic of Singapore.
- 10.2 Notices. Notices will be effective when received in writing and may be sent by mail, overnight courier, or by confirmed fax.
- 10.3 Assignment The Licensee shall not assign this Contract without the Licensor's prior written consent.

- 10.4 Delivery of any Software Maintenance service to the Licensee by the Licensor is subject to conditions beyond the control of the Licensor or its agents, including but not limited to, acts of God, acts of any public enemy, fire, flood, epidemic or quarantine restrictions, strikes, riots or civil commotion, freight or other embargoes, weather conditions or any failures by the Licensor's subcontractors or suppliers.
- 10.5 The Licensee may not translate or create derivative works based on the Covered Software.
- 10.6 The Licensee may cancel maintenance by giving notice at least 30 days notice in advance of the annual period renewal date. Cancellations will become effective on the renewal date. No credit will be given for partial maintenance periods. Software updates and access to the Support web site are not available without Maintenance.
- 10.7 Reinstatement of lapsed Maintenance will require full payment of Maintenance fees that would have been due from the expiration of the last active Maintenance period through the reinstatement date, plus a 15% administrative surcharge. Payment of the applicable amount for the current Maintenance period will be due upon reinstatement. This reinstatement policy applies if Maintenance has been cancelled or there is otherwise a lapse in Maintenance coverage, such as for nonpayment of fees. Upon reinstatement, the Licensee will receive the latest version of the software.
- 10.8 If the Licensee chooses not to install the latest version of the Covered Software, the Licensor reserves the right to limit the scope of the Maintenance services provided.

11. **Procedure for obtaining support:**

The following is the process for contacting the Licensor's Support team

- 11.1 If the Licensee is using email, the Licensee is to fill in the support request form given below and e-mail this to the Licensor's support team.
- 11.2 If the Licensee is calling in for support, the telephonic conversation is to be followed up with an email that provides the details mentioned in the support request form. This will ensure that the support request is tracked and resolved in a timely manner.

Support Request Form	
Customer Relationship No.	
Contact Person	
Contact Email	
Contact Phone	
OS Name/ Version	
Priority Level	

Problem Description *	
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Before contacting the support team, the Licensee is to verify that any issues being reported are not being caused by problems in the Licensee's infrastructure. This will help in minimizing the time taken for problem resolution.

Technical support email : Americas ussupport@eginnovations.com
 EMEA eurosupport@eginnovations.com
 APAC support_asia@eginnovations.com

Technical support hotline: Americas +1 (866) 526 6700 extension 2
 EMEA +44 (0)20 8090 1780
 APAC +65 6324 1721

12. **Licensor's Support Levels:**

The Licensor's Support Services will include three levels of support:

- **Priority Level 1**

Description: A problem with the Covered Software which Licensee has deemed to have or will render the Covered Software substantially unusable.

Response: Within four (4) hours of registration and acknowledgement of the Licensee's call/email by the Licensor's Support Staff

Licensor's Support Staff shall respond by phone and shall work continuously and diligently to ensure timely problem resolution. Status updates will be provided to the Licensee on a regular basis. The Licensee is responsible to respond to requests for information and actions deemed necessary by the Licensor's staff (to include application of Service Packs, patches, generation of system reports, reboot of systems, etc.).

- **Priority Level 2**

Description: A problem with the Covered Software which the Licensee has deemed to have or will limit the use of such software

Response: Within eight (8) business hours of registration and acknowledgement of the Licensee's call/email by the Licensor's Support Staff

Licensor's Support staff shall schedule workload to ensure problem resolution within a reasonable timeframe. The Licensee is responsible to respond to requests for information and actions deemed necessary by Licensor staff (to include application of Service Packs, patches, generation of system reports, reboot of systems, etc.). The

Licensor will provide periodic updates to Licensee no less frequently than once per week until the problem is resolved.

- Priority Level 3

Description: A problem with the Covered Software that impacts a non-essential function of such software, while leaving the essential functions of such software intact and operable, or any other problem deemed by the Licensee to fall into this category.

Response: Within two (2) business days of registration and acknowledgement of the Licensee's call/email by the Licensor's Support Staff

Licensor's Support staff shall schedule workload to ensure a problem resolution without impacting work on Priority 1 or Priority 2 requests. The Licensee is responsible to respond to requests for information and actions deemed necessary by the Licensor staff (to include application of Service Packs, patches, generation of system reports, reboot of systems, etc.). The Licensor may defer implementing any such Priority 3 changes until the next scheduled release or update of the covered software. The Licensor will provide periodic updates to the Licensee no less frequently than once per week.

13. Entire Agreement:

These terms and conditions constitute the entire agreement for Support Services by the Licensor, and supersede any prior understandings between the Licensor and the Licensee relating to the subject matter, and may be amended or supplemented only in a written agreement signed by the Licensee and by the Licensor.



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