

TETRATE MAINTENANCE AND SUPPORT TERMS

Tetrate will provide Maintenance and Support Services (“M&S”) to customers for the Tetrate products that the customer has purchased on the applicable PO or order form that the customer submits to Tetrate. As long as the customer is paying the subscription fee to Tetrate, the customer will be eligible for maintenance and support from Tetrate.

Tetrate reserves the right to modify these terms without notice for clarity or completeness, without adversely affecting the level of service provided to the customer.

1. Unless otherwise defined herein, capitalized terms used in this Exhibit will have the same meaning as set forth in the Agreement.

“Business Day” is defined by the generally accepted practice that Standard Business Hours are 9:00 AM to 6:00 PM (0900-1800) EST (GMT-5). Standard Business Hours do not include weekends or local public holidays, using the North America holidays calendar.

“Error” means an error in the software which significantly degrades the software as compared to Tetrate’s published specifications in documentation. The Error must be attributable to Tetrate software and not to other components or Hardware.

“Support Incident” means a request for assistance to resolve a question, or problem being reported.

“Support Period” means the duration of time for which a customer is eligible for support.

“Support Site” means the “Tetrate Support Portal web URL”

“Supported Software” refers to the software versions that are eligible for maintenance (i.e. updates) and support (i.e. technical support). These versions are defined in the documentation for each product.

“Update” means a software modification or addition that, when made or added to the software, corrects the Error, or a procedure or a routine that, when observed in the regular operation of the software, eliminates the practical adverse effect of the Error on the customer. This will be generally available to customers as part of M&S during their Support Period.

“Upgrade” means a revision of the software released by Tetrate that incorporates new and different features or functionality for which there may be an additional separate charge.

“Workaround” means a change in the procedures followed or data supplied by the customer to avoid an Error without substantially impairing the customer’s use of the software.

2. M&S Services shall be provided as follows

Term	Description
Maintenance	Updates for Supported software
Standard Technical Support	Standard Business Hours for severity 1 and 2 cases Two Business days for severity 3 cases Three Business days for severity 4 cases
Premium Technical Support	24 x 7 for severity 1 and 2 cases Next Business day for severity 3 cases Two Business days for severity 4 cases
Support Channel	Web Portal (Jira Service Management)

	Video/Audio for severity 1 and 2 where necessary, after triaging the issue.
SLA	Based on incident severity, as defined below

3. As a part of the M&S, the customer shall be provided with Updates of the software that Tetrade makes generally available. Software Updates consist of one copy of published revisions to the printed documentation and one copy of revisions to the machine readable software which are not designated by Tetrade as products for which it charges a separate fee. Software Updates provided to the customer will be governed by the terms of the Agreement.

4. Tetrade will exercise commercially reasonable efforts to correct any Error reported by customer in the current unmodified release of the software in accordance with the following severity levels and response times reasonably assigned to such Error by Tetrade, at Tetrade's sole discretion:

Severity Level	Description	Resource Commitment of Customer and Tetrade
1	A severity one Error means a production system is severely impacted and completely shut down or system operations or mission critical applications are down, due to Tetrade software failure.	Customer and Tetrade will commit full-time resources to resolve the situation or obtain a Workaround.
2	Operation of an existing Product is usable, but functionality is degraded or restricted causing business some impact to your operations.	Customer and Tetrade will commit the necessary resources during the hours of coverage to resolve the situation or obtain a Workaround.
3	Operational performance of Product is impaired while business operations remain functional.	Customer and Tetrade will commit necessary resources to restore service to satisfactory levels.
4	Require information or assistance of Product and Tetrade product capabilities, installation, configuration or feature request. There is no impact to business operations.	Customer and Tetrade will provide resources to provide information assistance as requested or collect feedback.

The following chart depicts M&S levels and estimated response times for customers..

All Severity levels must be reported using the Tetrade support portal for proper escalation by Tetrade.

Service Level	Description	Sev 1	Sev 2	Sev 3	Sev 4
Production Support					
Standard Response Time	Tetrade initial response after customer files incident request for Standard Technical Support	1 bus day	1 bus day	1 bus day	2 bus days
Standard Ongoing Response Time	Subsequent responses for Standard Technical Support	1 bus day	1 bus day	1 bus day	2 bus days
Premium Response Time	Tetrade initial response after customer files incident request for Premium Technical Support	1 Hrs	2 Hrs	1 bus day	2 bus days
Premium Ongoing Response Time	Subsequent responses for Premium Technical Support	2 Hrs	4 Hrs	1 bus day	2 bus days

To enable identification of software problems, the customer is required to assist Tetrade technical support staff until problem resolution. Required customer activities may include logging into customer's systems for diagnosis of problems, downloading and installation of software patches, acquisition and transfer of system logs/files, modification of software design and configuration information, re-installation of existing Product, assistance with installation of new replacement Product and participating in tests for fixes.

5. Tetrade will not be obligated to support altered, damaged or modified software or any portion of the software incorporated with or into other software or Product problems caused by customer's negligence, abuse or misapplication, use of the Product other than as specified in the Documentation, or other causes beyond the control

of Tetrate. Tetrate's support obligation shall immediately cease with no liability in the event customer modifies any component of the software.

6. In addition to the Technical Support Contacts designated by the customer. Customer may designate in writing to Tetrate a third party to report Errors on behalf of customer to Tetrate; provided, that customer and such third party first execute a confidentiality agreement that has confidentiality obligations is at least as protective as those between customer and Tetrate.

7. In the event the customer chooses not to renew M&S after the initial year, and subsequently elects to reinstate M&S, the customer shall pay a reinstatement fee to be reasonably determined by Tetrate. In addition, on renewal, the customer must purchase M&S for Support Periods of at least one (1) year at Tetrate's then-current pricing.

8. Any information provided by Tetrate to customer under or in connection with the M&S is licensed under the terms of the Agreement and is Confidential Information of Tetrate subject to the terms of Section 4 of the Agreement.

9. Tetrate may offer additional maintenance and support service offerings, including but not limited to support and maintenance services offerings related to Upgrades, which may be purchased pursuant to a separate support agreement.