ATERNITY MAINTENANCE AND SUPPORT SERVICES DESCRIPTION

This Aternity Maintenance and Support Services Description ("Description") governs Aternity’s provision of maintenance and support services (collectively, the "Support" or "Support Services"). This Description supplements the Aternity Cloud Terms of Service and Aternity Software License Agreement (each, the "Agreement") and will control in event of a conflict with the Agreement relating to Support Services. Any references to "Customer", "you" or "your" below mean the applicable customer, buyer, or licensee specified in the Agreement. References to "Products" refer to cloud offerings and/or software purchased or licensed under the terms of the applicable Agreement.

1. Customer Support

   a. Support. Aternity shall provide Customer with technical support by the following methods: World Wide Web, email and telephone. Such Support will include:

      i. Assistance related to questions on the installation and operational use of the Products;

      ii. Assistance in identifying and verifying the causes of suspected errors in the Products; and

      iii. Providing workarounds for identified Product errors or malfunctions, where reasonably available to Aternity.

   iv. Customer should ensure that any support liaison working with Support is properly trained in the operation and usage of the Products; Aternity is not obligated to provide Support to any other individuals. Customer shall provide reasonable access to all necessary personnel to answer questions about any problems reported by Customer regarding a Product. Customer shall also promptly implement all updates and error corrections provided by Aternity. Upon request, Customer will provide access for online diagnostics of the Products during error diagnosis.

   v. In order to troubleshoot efficiently, Aternity may from time to time request that a technical support resource be permitted to troubleshoot an issue on site at the Customer’s location.

   b. Support Web Site. Aternity may provide Customer with an authorized account to access Aternity’s Support website. Aternity may make available the following services through its Support website:

      i. Product software releases that can be downloaded by Customer;

      ii. Documentation for Products;

      iii. Issuing trouble reports identified by Customer through Aternity’s Support website;

      iv. Issuing suggestions for enhancements through Aternity’s Support website.

   c. Telephone Support. Telephone support will include Direct Hotline Support. Customer may contact Support directly 7x24 via telephone at 1-888-RVBD-TAC (1-888-782-3822) or 1-415-247-7381.

   d. Special Services. Customer may request maintenance and support services not specifically provided for in this document. Customer acknowledges that, if provided, all such services will be provided at Aternity’s then-current rates, terms and conditions for such services.

2. Software Maintenance

   a. Software Updates. Customer is entitled to receive, and Aternity shall provide Customer e-mail notification of, all maintenance releases, updates and upgrades to Product software as Aternity, in its sole discretion, makes them generally available without additional charge to Aternity’s Support Services customers. The contents of all maintenance releases and updates will be decided upon by Aternity in its sole discretion. Customer may obtain updates by downloading the updates (i) from Aternity’s Support care website (support.aternity.com) with respect to Software-only products, and (ii) from the Aternity SaaS console with respect to Cloud Services products. Customer may only install Product software maintenance releases and updates on Products that are covered by a then-current Support Services plan. Any such software provided by Aternity is subject to the applicable Aternity end user agreement that accompanies a Product located at www.aternity.com/customeragreement.

   b. Supported Software. Aternity supports the current major release of Product software, plus certain prior versions of software in accordance with Aternity’s end of sale and end of support policy available at: www.aternity.com/supportpolicy.

   c. Error Corrections. Aternity shall use reasonable efforts to correct any reproducible programming error in the Product software attributable to Aternity with a level of effort commensurate with the severity of the error (as further described in Section 5 below), provided that Aternity has no obligation to correct all errors in any Product software. Upon identification of any programming error, Customer shall notify Aternity of such error and shall provide Aternity with enough information to reproduce the error. Aternity shall only be responsible for correcting errors that are (1) attributable to Aternity and (2) reproducible by Aternity on unmodified Product software as delivered to Customer.

3. Product Obsolescence

   Aternity’s end of sale and end of support policy applicable to all Products is available at: www.aternity.com/supportpolicy.
4. **Problem Severity Classification**

The following table outlines severity classification. The severity classification is the degree of impact that a problem has on Product operation or how this affects the ability to achieve the intended business usage of a Product. A problem is defined as a situation where a Product’s software does not function as set forth in the applicable Aternity documentation for such Product.

<table>
<thead>
<tr>
<th>SEVERITY</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>Priority 1 - Critical</td>
<td>A catastrophic problem that severely impacts Customer’s ability to conduct business. This may mean that the Customer’s systems and/or the Product are down or not functioning and no procedural workaround exists.</td>
</tr>
<tr>
<td>Priority 2 - High</td>
<td>A high-impact problem in which Customer’s operation is disrupted but there is capacity to remain productive and maintain necessary business-level operations. The problem may require that a fix be installed on the Customer’s system prior to the next planned commercial release of the applicable Product software.</td>
</tr>
<tr>
<td>Priority 3 - Minor</td>
<td>A medium-to-low impact problem that involves partial loss of non-critical functionality. The problem impairs some operations but allows Customer to continue to function. This may be a minor issue with limited loss or no loss of functionality or impact to Customer’s operation.</td>
</tr>
<tr>
<td>Priority 4 - Informational</td>
<td>Minor problems and all other errors. This includes documentation errors. The inconvenience is slight and can be tolerated.</td>
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5. **Initial Response Time**

Initial response times are determined by the severity classification of the problem and level of support that Customer is entitled to. Following the receipt of a call or trouble report for Support, Aternity shall use reasonable efforts to respond in accordance with the initial response targets set forth below.

<table>
<thead>
<tr>
<th>SEVERITY</th>
<th>INITIAL RESPONSE TARGETS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priority 1 - Critical</td>
<td>Within 1 Hour</td>
</tr>
<tr>
<td>Priority 2 - High</td>
<td>Within 6 Hours</td>
</tr>
<tr>
<td>Priority 3 – Minor &amp; Priority 4 - Informational</td>
<td>Next Business Day*</td>
</tr>
</tbody>
</table>

* Aternity shall initially respond within the next Business Day following the receipt of a call or trouble report for Support during Aternity’s normal business hours, or within two Business Days for a call or trouble report received outside of Aternity’s normal business hours. “Business Day” means Monday through Friday, 8:00 am to 5:00 pm, in the local time zone where such call or trouble report is received, excluding local holidays.

For Priority 1 problems, Aternity’s objective is to restore Customer’s capacity to remain productive and maintain necessary business-level operations affected by the problem within 24 hours and to downgrade the problem severity accordingly. Efforts to isolate, diagnose, and deliver a workaround or repair will be continuous. When the severity level has been changed to “Priority 2” or “Priority 3,” the appropriate service levels will be followed. For Priority 2 problems, efforts to isolate, diagnose, and deliver a workaround or repair will be continuous during Aternity’s business hours. For Priority 3 and 4 problems, responsive action will be reasonably appropriate to the nature of the problem.

6. **Escalation Procedures**

If problems are not responded to as targeted above, Customer may escalate the issue to appropriate Aternity management personnel. Aternity provides systematic escalation management to Customer provided that Customer has a current Support plan for the affected Product. The Aternity escalation process notifies levels of Aternity management throughout the life cycle of the technical issue as set forth in the table below. This assists the appropriate Aternity resources to resolve outstanding technical problems as efficiently as possible.

<table>
<thead>
<tr>
<th>SEVERITY</th>
<th>NOTIFICATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priority 1 - Critical</td>
<td>1 Hour</td>
</tr>
<tr>
<td>Priority 2 - High</td>
<td>8 Hours Weekly</td>
</tr>
<tr>
<td>Priority 3 - Minor</td>
<td>Weekly</td>
</tr>
<tr>
<td>Priority 4 - Informational</td>
<td>N/A</td>
</tr>
</tbody>
</table>

7. **Continuous Support Coverage**

Regardless of where the case originates, Aternity Support endeavors to solve the case when it is opened. The Support team uses a “follow the sun” process to hand-off cases between different Support Centers.
For example, between Monday and Friday, 8 AM - 5 PM GMT, a P1 – Critical case from Europe will be routed to the Bracknell Support Center. After regular business hours in Europe, the case may be routed to the Boston Support Center, when the Bracknell office is closed. If the case remains open, it is passed back to the Bracknell Support Center for the beginning of their next business day.

8. Case Handling

Aternity is committed to ensuring Customer success and satisfaction. All Support Services professionals are rigorously trained on Aternity Products, their underlying technologies, and industry leading technical problem-solving methodologies. Case handling follows these steps:

Customer may open a case in one of the following ways:

- call 1-888-RVBD-TAC (1-888-782-3822) or 1-415-247-7381
- send an email to support@aternity.com
- generate a ticket directly from the Aternity Support web site at support.aternity.com

When Customer opens a case, Customer shall be prepared to provide the following:

- Product Identifier Number (Asset Number)
- Detailed description of the problem
- Priority level and impact of the problem
- Indication of the activity that was being performed when the problem occurred
- Product software version
- Configuration data

Notwithstanding anything in the Agreement, Customer shall not, without Aternity’s prior written consent, submit or provide Aternity (i) special categories of personal data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation; (ii) patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act (HIPAA); (iii) credit, debit or other payment card data subject to PCI DSS; (iv) other personal information subject to regulation or protection under specific laws such as the Gramm-Leach-Bliley Act (or related rules or regulations); (v) social security numbers, driver’s license numbers or other government ID numbers; or (vi) any data similar to the foregoing that is protected under foreign or domestic laws or regulations.

Once a case is submitted, the issue is assigned to an escalation engineer (“EE”). Every EE is trained to perform extensive troubleshooting to quickly resolve the issue. All opened cases are tracked in Aternity’s online Support tracking system. While working to resolve an issue, the EE may need to access information on the Customer system relative to the failure, or may need to recreate the failure to obtain additional information. If the problem is related to Customer’s system configuration, Customer may be asked to provide a network diagram and configuration information. If Customer and the EE agree, Customer may send log files or trace files to Aternity through email or upload them to the Aternity Support FTP site for further review.

Note: Any nonpublic information sent to Aternity to help resolve Customer problems is treated as confidential.

A case is closed when all parties agree that the reported issue has been resolved. If the Customer issue is determined by Aternity to be an enhancement, a Feature Request is entered into the Aternity defect tracking system. A Feature Request is handled and processed by Aternity Product Management and Engineering in accordance with Aternity’s then-current policies.

Consistently improving quality of service is a very high priority within Aternity. After closing a case, a survey will be sent to Customer asking for feedback as to how the case was handled and where Aternity can improve. Aternity’s Customer Support managers and executives review the survey responses and take action where appropriate. Individual entries in this survey may be shared on the Support website anonymously, but identifiable submitter details are not shared. Individual entries will not be used for marketing purposes. The sole purpose of these survey results is to evaluate and improve Aternity Support Services.

9. Restrictions

Customer is entitled to receive Support Services only on Products for which Customer has purchased Support Services; Support Services commence upon sale of the applicable Product by Aternity. Aternity is not obligated to provide any Support Services: (1) on any Product that: (a) is altered or modified, (b) is not installed, operated, repaired, or maintained in accordance with Aternity’s specifications, documentation, recommendations and/or instructions, or (c) has its serial number removed or altered; (2) where the problem relates to Customer’s or a third party’s network, systems, hardware, software, or other problem beyond the reasonable control of Aternity; (3) where the problem relates to any combination or use with any open source software or other unsupported software or hardware provided by Aternity or one of its affiliates, including any software made available via GitHub, or via any other software hosting website, or (4) to any geographic location or to
any customers in violation of applicable laws or regulations. Customer acknowledges and agrees that Aternity’s ability to provide Support Services is dependent on Customer and/or the channel partner from whom Customer purchased the Support Services timely providing accurate Product installation location information, and any failure to do so may impact Aternity’s ability to provide the Support Services. Remote access to the Products on Customer’s network may be required to diagnose or resolve a Support problem, and Aternity is not responsible for any failure or delay in resolving a problem to the extent caused by Customer’s failure to provide such access. Without limiting the foregoing, Aternity is not responsible for any Product replacement or repair delays caused by Aternity’s compliance with applicable export/import laws and regulations. Aternity’s obligations under any Support Service plan with respect to any Product are conditioned on Aternity’s receipt of the applicable fees. Aternity retains ownership of any intellectual property resulting from Support Services. If, with respect to perpetually licensed Software, there is a lapse in Support Services, any subsequent purchase of Support Services will be deemed purchased retroactive to the later of (x) the date on which any prior Support Services period concluded or (y) the date on which the particular perpetually licensed Software was purchased (“Lapsed Support Period”), and Customer shall pay all applicable Support Services fees for such Lapsed Support Period, plus an additional twenty percent (20%) charge on the applicable Support Services fees for the Lapsed Support Period.

10. Miscellaneous

a. If Customer purchased these Support Services directly from Aternity, or if Customer purchased Aternity Support Services through a Aternity-authorized reseller, distributor or service partner but renews those services directly with Aternity, the Agreement that governs the Support Services Customer purchased is Aternity’s then-current standard terms and conditions of sale and license located at www.aternity.com/termsandconditions, provided that if there is a separate mutually signed agreement between Customer and Aternity (not including any purchase order or similar document) expressly covering these Support Services in effect at the time the order for these Support Services is accepted by Aternity, the express terms of that agreement is the Agreement that will govern.

b. Aternity’s sole obligation and liability and Customer’s sole remedy hereunder is for the service and repair of Products covered by a then-current Support Services plan as set forth in this document. Aternity has no further obligation or liability beyond such service and repair. NOTWITHSTANDING ANYTHING ELSE IN THIS DOCUMENT OR OTHERWISE, WITH RESPECT TO ANY SUBJECT MATTER OF THIS DOCUMENT OR UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, (A) NEITHER ATERNITY NOR ANY OF ITS AFFILIATES OR SUPPLIERS IS LIABLE FOR (I) ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY LOST PROFITS, (II) COST OF COVER OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, OR (III) LOSS OR CORRUPTION OF DATA, INTERRUPTION OF USE, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR DAMAGES RESULTING FROM CUSTOMER’S USE OF ANY PRODUCT, AND (B) THE AGGREGATE LIABILITY OF ATERNITY AND ITS AFFILIATES AND SUPPLIERS WILL NOT EXCEED THE AGGREGATE FEES RECEIVED BY ATERNITY FOR THE APPLICABLE SUPPORT SERVICES THAT GAVE RISE TO THE CLAIM IN THE TWELVE MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE. THE FOREGOING LIMITATION IS CUMULATIVE, WITH ALL CLAIMS BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF ATERNITY IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION DOES NOT LIMIT LIABILITY FOR BODILY INJURY OF A PERSON. NEITHER ATERNITY NOR ANY OF ITS AFFILIATES IS LIABLE FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND ITS REASONABLE CONTROL.