

## UILA Technical Support and Maintenance Terms

BY ACCESSING OR USING THE SERVICES OR SOFTWARE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON, COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY, OR LEGAL ENTITY TO THESE TERMS.

Uila (as defined below) and Customer (as identified in the Grant Letter) agree to the following Uila Technical Support and Maintenance Terms, (“Agreement”), which sets forth the terms and conditions pursuant to which Uila, Inc. (“Uila”) will provide maintenance and technical support to Customer with respect to its use of Uila’s software and services. This Agreement is applicable to Customers that have entered into the Uila Software License Agreement (the “License Agreement”) and have received a Grant Letter issued by Uila for the Maintenance Term (as defined below). Capitalized terms not defined in this Agreement shall have the meanings ascribed to them in the License Agreement.

### 1. Definitions

- (a) “Customer Contacts” means the individuals designated by Customer and agreed to by Uila who are authorized to contact Uila Support Representatives.
- (b) “Documentation” means the user manuals or other technical information Uila provides with the Software.
- (c) “Error” means a reproducible defect in the Software when operated on a Supported Platform, which causes the Software not to operate substantially in accordance with the Uila published Documentation.
- (d) “Error Correction” means a modification or patch that brings the Software into substantial conformance with the Uila published Documentation, or a procedure, routine or other information that enables Customer to avoid the practical adverse effect of an Error.
- (e) “Grant Letter” means a confirmation notice issued electronically by Uila to the Customer, confirming the Licensed Product purchased and access details. Grant Letter includes services order forms or other purchasing documentation entered into between Customer and Uila or Channel Partner for the Licensed Products
- (f) “Licensed Products” means the Uila Services, Access Software, On-Premises Software, Updates or Documentation (as such terms are defined in the License Agreement) to which Customer has rightful access pursuant to the License Agreement and a valid Grant Letter.
- (g) “Maintenance and Support” or “Maintenance” means Uila's commercially available maintenance and support.
- (h) “Maintenance Release” means an update to an existing version of the Software containing Error Corrections or minor functionality enhancements. A Maintenance Release is designated as a numbered service pack for the current version.
- (i) “Maintenance Term” means any period during which Customer is entitled to receive Maintenance hereunder, including any renewals or extensions thereof.
- (j) “New Version Release” means a new version of the Software containing new features or enhancements to functionality. A New Version Release is designated by an increase in the version number. e.g. from 2.5 to 2.6 or 3.0. A New Version Release only includes releases of the Software in a language included in Customer's license configuration.
- (k) “Products” means collectively, all Uila published family of products that offer Maintenance and Support.
- (l) “Releases” means collectively, Maintenance Release and New Version Release.

- (m) “Severity Level” means the condition and impacts to business of operation resulted from the Error. The Severity Level is defined in Section 3(h).
- (n) “Software” or “Licensed Software” means the Access Software and On-Premises Software, as defined in the License Agreement.
- (o) “Supported Platform” means the software systems and internet browsers as published in System Requirement section of the Uila data sheet.
- (p) “Uila Support Representatives” means individuals, either Uila’s staffs or Uila’s Authorized Support Providers, designated by Uila, who are authorized to provide support to Customer's Contacts and who will coordinate all of Customer's Error submissions and support requests.

## 2. Standard Technical Support Service

- (a) Contact Process:
  - a. Phone: Contact Uila during normal business hours between 8am and 5 pm Pacific Standard Time, Monday to Friday, excluding local holidays, by phone. Number is listed on <http://www.Uila.com/support>.
  - b. E-mail support is [via support@Uila.com](mailto:support@Uila.com), 24x7 excluding local holidays.
- (b) Support Level:

Maintenance Level	Support Description
Standard	All communications between Customer Contacts and Uila Support Representative can go through either phone call or emails.

## 3. Maintenance and Support

(a) Support and Maintenance Provided. During each Maintenance Term, Uila will provide the following Maintenance, subject to the procedures and limitations described herein: (i) clarifying and assisting in the operation of the features and functions of the Licensed Products; (ii) clarifying the Uila-published Documentation; (iii) assisting in identifying and verifying the causes of suspected Errors; and (iv) providing Error Corrections.

(b) Self Help Support Resources. Uila will provide self-help resources, including (i) the manual and FAQ on Uila website and (ii) the community support through Uila forum.

(c) Contacting Uila Support Representatives. If Customer is unable to resolve an issue or question with respect to the Licensed Products using the selfhelp resources described above, the Customer Contacts may contact a Uila Support Representative to receive support using one of the methods described below. Uila will provide support primarily in English, although limited local language support may be available through the Uila Support Representative. Uila will not provide support to end users of the Licensed Products or to any person other than the Customer Contacts.

(i) Telephone Support. Uila will provide telephone support to the Customer Contacts during local business hours herein Section 2, based upon the billing address contained herein, or otherwise provided to Uila. Uila will provide Customer with a list of local holidays and any reduced Support Hours on those holidays upon request.

(ii) Web Email Template. Uila will use commercially reasonable efforts to provide an acknowledgement to web email sent to [support@Uila.com](mailto:support@Uila.com).

(d) Error Correction. When Customer reports an Error to Uila, Customer should include a detailed description of the Error and the severity level determined in accordance with Section 3(e) below. When Uila receives notice of an Error, Uila will provide a response in accordance with the severity levels and response times identified in Section 3(e). Thereafter, Uila will use commercially reasonable efforts to provide an Error Correction. The Error Correction may require that Customer install the latest Maintenance Release for the supported version of the Software on which Customer reported the Error. An Error Correction may require multiple contacts and off-line research. The Error Correction, when completed, may be provided in the form of a Software patch consisting of sufficient programming and operating instructions to implement the Error Correction, which will be provided to Customer via email, download or other electronic means.

(e) Response Times. Uila's response to an Error depends on Severity Level of the Error as determined in Section 3(h) below. For each level of severity, Uila Support Representatives will use commercially reasonable efforts to respond, within the times set forth in Section 3(h). Response time is the time from Uila's receipt of notice of the Error until Uila contacts the Customer Contact reporting the Error to begin resolution efforts, not the time to deliver an Error Correction. Uila will respond to an Error at all severity levels set forth in Section 3(h).

(f) Escalation Procedure. An escalation occurs when an open issue becomes critical and requires Uila's escalation procedure, which consists of the following: (i) when escalation of a critical case becomes necessary, Customer will contact a Uila Support Representative for more information using the telephone or e-mail detailed on the Uila Support Web Site; (ii) once the Customer is connected with a Uila Support Representative, Customer must provide its name, case ID, and state that an escalation is required; (iii) the Uila Support Representative will contact the support manager on duty and the support manager will set up an action plan that is required in order to progress the case and will monitor its execution on a regular basis involving the Uila Support Representative in charge.

(g) Exclusions from Maintenance Program. Uila is not responsible or liable for causes external to the Licensed Products ("Excluded Services"), including but not limited to: (i) Customer's failure to incorporate Releases; (ii) installation of any Software or any New Version Releases not in accordance with the Documentation provided with the Software or New Version Releases; (iii) Customer's use of any Licensed Product with any software or hardware other than the Supported Platform; (iv) problems resulting from use of any Licensed Product in a manner not permitted pursuant to Customer's license; (v) modifications, alterations, or additions to any Licensed Products by parties other than Uila (including without limitation, modifications, alterations, or additions to any Licensed Product made by Customer); or (vi) damage from any source other than Uila including but not limited to computer viruses, and malware. Any maintenance or services required to fix the Excluded Services will be billed to Customer on a time-and-materials basis in accordance with Uila then current rates. Such services shall be set forth on a mutually agreed upon professional services agreement. Uila may, but is not required to, provide Error Corrections for such Errors at Uila then current time and materials rates. Maintenance does not include Software installation, configuration or services provided on-site at Customer's location. If Uila is required or requested to travel to Customer's facilities, any services will be provided at then current time

and materials rates and Customer will reimburse Uila for all reasonable travel expenses, including meals and lodging. Maintenance does not include problems or errors in modifications to the Software Uila provides as a work product pursuant to a separate professional services engagement. Uila is not responsible for restoring lost data or damage to Customer's configuration that result from Customer's actions. If Customer desires to purchase upgrade services or other professional services from Uila outside the scope of the Maintenance in this Agreement, Uila will provide such professional services to Customer for a charge as set forth in a mutually agreed upon professional services agreement.

(h) Severity Level and Response Time

<b>Severity Level and Response Time</b>			
<b>Severity Level</b>	<b>Severity Level Description</b>	<b>Initial Response</b>	<b>Estimated Resolution After Initial Response</b>
		<b>Standard</b>	
Severity 1	Emergency— Customer’s system environment is “down”, or there is a critical impact to the Customer’s business operation	2 business hours	2 business days
Severity 2	Critical— Operation of an existing environment is severely degraded, or significant aspects of Customer’s business operation are negatively affected by inadequate performance	4 business hours	5 business days
Severity 3	Major— Operational performance of Customer’s environment is impaired while most business operations remain functional.	1 business day	Next Maintenance release
Severity 4	Minor— Customer requires information or assistance with Uila product capabilities, installation, or configuration. There is little or no effect on Customer’s business.	2 business days	No guarantee

**4. Customer's Responsibilities**

(a) Supported Platform and Operations. Customer is responsible for undertaking the proper supervision, control and management of Customer's use of the Licensed Products including, but not limited to: (i) providing, maintaining and assuring proper configuration of the Supported Platform; and (ii) following industry standard procedures for back-up of configuration.

(b) Assistance in Providing Maintenance. Customer will provide reasonable assistance to Uila in determining and resolving Errors Customer reports. Error determination activities may include performing network traces, capturing error messages, collecting configuration information and other similar activities to allow Uila to reproduce the Error. Resolution activities may include access to Customer's personnel and/or remote access to the Supported Platform. Customer agrees to allow Uila to use remote access tools, with the participation and under the supervision of a Customer Contact, to access the Licensed Products in the Supported Platform and modify its configuration as part of Uila Error

determination and resolution activities. Uila may not be able to provide Customer with an Error Correction without such remote access. Customer is responsible for performing activities to implement Error Corrections Uila provides and for responding in a timely manner to requests for information by a Uila Support Representative. Any information Customer provides Uila in connection with the Maintenance process that Customer designates as confidential will be used only to resolve reported Errors and will not be disclosed to anyone other than Uila personnel involved in resolving the Error. As part of Uila's Error resolution process, information Customer provides to Uila may be made available to Uila employees in foreign countries, unless Customer notifies Uila otherwise in writing when providing Uila with such information.

(c) Designation of Support Contacts. Customer will designate up to two individuals as the Customer Contacts for receiving support hereunder and notify Uila of the Customer Contacts by sending email request to [Support@Uila.com](mailto:Support@Uila.com). Customer may change the Customer Contacts by notifying Uila, but may not have more than the number of Customer Contacts set forth above at any one time. Each Customer Contact may not be changed more than once in a thirty (30) day period.

(d) Training. Customer is responsible for the proper training of the Customer Contacts and all other appropriate personnel in the operation and use of the Software and the Supported Platform.

## 5. New Releases of the Software

(a) Maintenance Releases Provided with Maintenance and Support. If and when available, Uila will provide to Customer Maintenance Releases that Uila makes generally available to customers who have purchased Maintenance during the Maintenance Term at no additional charge. Any Release is part of the Software and subject to the terms and conditions of this Agreement. The designation of a Software release as a Maintenance Release or a New Version Release will be made by Uila at Uila's reasonable discretion.

(b) Maintenance and Support of Prior Releases. Uila will provide Maintenance and Support as described herein for the most current Maintenance Releases made with respect to the current New Version Release and the last two New Version Releases immediately preceding that release.

(c) Installation and Configuration of New Releases. Maintenance and Support does not include the installation or configuration of any Releases. Any services to be provided in connection with the installation or configuration of Releases will be provided for a mutually agreed upon fee as a work product pursuant to a separate professional services agreement.

(d) Migration of Customizations and/or Modifications. Any Customer's Customization and/or Modifications without prior Authorization of a Uila Officer are excluded from Uila Standard Maintenance and Support. Any services to be provided in connection with the migration of customizations and/or modifications to Releases shall be provided for in a mutually agreed upon fee as a work product pursuant to a separate professional services agreement.

## 6. Maintenance Fees

Annual Maintenance fees for any Maintenance Term are based on Uila's then current prices and, subject to Section 7, for any renewal Maintenance Term upon expiration of the then current Maintenance Term. Fees for additional services not included in Maintenance or expenses incurred will be invoiced monthly at the end of the month in which such services are provided or expenses incurred.

## **7. Term, Renewal and Termination**

(a) Initial Maintenance Term and Renewal. . With respect to a Monthly Customer or Annual Customer, the Maintenance Term shall continue for the duration of the Term of the License Agreement, subject to Customer's payment of applicable Subscription fees. With respect to a Perpetual Customer, the Maintenance Term shall continue for so long as Customer pays for the applicable fees set forth in the Grant Letter. For Perpetual Customers, the initial Maintenance Term shall begin and end on the dates set forth in the Grant Letter. Upon expiration of the initial Maintenance Term, a new Maintenance Term, for a consecutive twelve (12) month period ("Renewal Term"), shall automatically begin; provided that (i) Uila still offers Maintenance for the Software under the terms of this Agreement at the time of renewal; (ii) Customer has not given Uila written notice that Customer declines to renew Maintenance at least thirty (30) days prior to the end of the initial Maintenance Term; and (iii) Customer pays the then current list price for the Maintenance fee for the Renewal Term. Uila will provide Customer with written notice of the upcoming expiration date, which shall include notice of any price increase for the upcoming Maintenance Term, if applicable. The failure to renew Maintenance shall not affect a Perpetual Customer's license to use the Software pursuant to the License Agreement. Notwithstanding the above, Uila may terminate Maintenance with reasonable prior written notice if Uila no longer supports the Software. Uila will refund any pre-paid but unused Maintenance Fees in the event Uila so terminates the Maintenance.

(b) Termination of Maintenance and Support. Either party may terminate Maintenance under this Agreement upon thirty (30) days written notice to the other party of a material breach by the other party of its obligations set forth in this Agreement, if the breach is not cured within that thirty (30) day period. If Uila terminates Maintenance as a result of Customer's uncured breach, Uila will retain all Maintenance fees paid. A material breach includes but is not limited to a failure to pay. If Customer terminates Maintenance and Support as a result of Uila's uncured breach, Uila's sole and exclusive obligation will be to promptly refund that portion of the Maintenance and Support fee actually paid by Customer that is proportional to the percentage of the Maintenance Term remaining at the time termination is effective. The termination of Maintenance and Support shall not affect Customer's licenses to the Software.

(c) Reinstatement of Maintenance Services. If Customer has terminated or elected not to renew Maintenance and Support, Customer can elect to reinstate Maintenance and Support if Uila still offers Maintenance and Support for the Software and if Customer pays a fee equal to (i) the Maintenance and Support fees for the period when Customer did not receive Maintenance and Support and (ii) the Maintenance and Support fee for the current Maintenance Term.

## **8. Limitation of Liability**

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL UILA OR UILA'S SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OR LOST PROFITS ARISING FROM, CONNECTED WITH, OR RELATED TO THIS AGREEMENT, WHETHER SUCH LIABILITY IS FORESEEABLE, EVEN IF UILA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT OR OTHERWISE. Some jurisdictions do not allow limitation or exclusion of incidental or consequential damages, so the above limitation or exclusion may not apply to Customer. THE LIMITATIONS SPECIFIED HEREIN WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) EXCEPT AS PROVIDED IN THE LICENSE AGREEMENT, IN NO EVENT SHALL UILA'S AGGREGATE CUMULATIVE LIABILITY FOR ANY DAMAGES, DIRECT OR INDIRECT, ARISING FROM, IN CONNECTION WITH, OR RELATED TO THE LICENSED PRODUCTS OR MAINTENANCE EXCEED THE AMOUNT PAID HEREUNDER WITH RESPECT TO SUCH LICENSED PRODUCT OR MAINTENANCE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT OR OTHERWISE. NOTWITHSTANDING THE FOREGOING, UILA'S TOTAL LIABILITY ARISING FROM, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT RECEIVED BY UILA FROM CUSTOMER UNDER THIS AGREEMENT.

## **9. General**

(a) Warranty. Uila warrants that the Maintenance will be performed in a professional manner. Uila's entire liability and Customer's exclusive remedy shall be the repair or replacement, at Uila's sole discretion, of Software which do not meet the specifications stated in the Documentation.

**THE WARRANTY AS SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UILA SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR CONSEQUENTIAL DAMAGES.**

(b) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and shall be governed by the internal laws of the State of California, excluding its conflict of law rules, and applicable federal law. The United Nations Convention on Contracts for the International Sale of Goods and Uniform Computer Information Transaction Act are expressly disclaimed. The federal and state courts located in Santa Clara County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. Each party hereby expressly consents to the personal jurisdiction of the federal and state courts within California.

**Uila, Inc.**