

SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT

If the Customer or Licensee purchased Technical Support as part of the Customer's Ordering Document (defined in the Customer's EULA), then Persistent Systems Limited and/or its affiliates ("**Persistent**" / "**Licensor**") will provide support to the Customer on the terms set forth herein. Terms not defined herein are defined in the Ordering Document or in the EULA. This Software Maintenance and Support Agreement ("**Agreement**") is an integral part of the EULA. In case of any conflict between terms and conditions of this Agreement, the EULA, and the Ordering Document, the terms of the EULA shall prevail.

- 1. SUPPORT AND MAINTENANCE SERVICES:** The support and maintenance services to be provided by Persistent as part of this Agreement are set forth in Schedule A ("**Technical Support**"), which is attached hereto and incorporated by reference to this Agreement.

2. TERM AND TERMINATION

- a. Term of the Agreement: This Agreement will remain in effect from the Effective Date until either (1) expiration of termination of the Term; (2) pursuant to 2 (b) below; or (3) pursuant to 2 (c) below.
- b. Termination: Either Party may terminate this Agreement upon 30 days' written notice if the other Party: (a) is in default of any obligation hereunder which default is incapable of being cured, or which, being capable of being cured, has not been cured within 30 days after receipt of written notice of such default; or (b) becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has been liquidated, voluntarily or otherwise. If Licensor terminates this Agreement for failure to pay fees related to support (if any) as set forth in the Ordering Document, such termination shall only apply to the Technical Support and shall not be deemed to be cause for terminating the EULA.
- c. Termination of Support (if any): Either party may terminate Technical Support upon 30 days' written notice to the other party. Notwithstanding the termination provisions of the Agreement, the Customer hereby agrees and acknowledges that, at the sole discretion and without any liability, Persistent has the right to end the Technical Support as per Persistent's internal policies. Termination or expiration of Technical Support under this Agreement shall not terminate EULA. However, if the Customer elects not to renew Technical Support, the Customer may re-enroll only upon the payment of the annual Technical Support fees and all Technical Support Fees that would have been paid had the Customer not allowed Technical Support to lapse and approval by Persistent. Payment of these fees would entitle the Customer to all updates of the Solution that have been released during such period.
- d. Effect of Termination: Upon expiration or termination of this Agreement, Persistent will not be obligated to provide any Technical Support to the Customer. In order for the Customer to renew the Technical Support it shall comply with the provisions stipulated under Section 2(c) above.

3. TECHNICAL SUPPORT

No additional Technical Support for the Software will be available under this Agreement. If any customized services are requested by the Licensee to the Solution, such services shall be provided by Licensor under a separate written professional services agreement.

4. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS, BUSINESS INTERRUPTION) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE SOFTWARE OR SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

IN ANY EVENT, LICENSOR'S MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT OR UNDER ANY OTHER FORM OR LIABILITY) FOR DAMAGES OR LOSS, HOWSOEVER ARISING OR CAUSED, WHETHER OR NOT ARISING FROM LICENSOR'S NEGLIGENCE, SHALL BE LIMITED TO THE TECHNICAL SUPPORT FEES PAID BY LICENSEE FOR THE THEN CURRENT SUPPORT OR MAINTENANCE TERM FOR THE PARTICULAR SOFTWARE WHICH CAUSED THE DAMAGE.

Warranty Disclaimer. EXCEPT AS STATED IN THE AGREEMENT, LICENSOR HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED OR STATUTORY WARRANTIES, OR IN ANY COMMUNICATION BETWEEN THEM, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON INFRINGEMENT, TITLE AND FITNESS FOR A PARTICULAR PURPOSE (EVEN IF LICENSOR HAD BEEN INFORMED OF SUCH PURPOSE), ACCURACY OF DATA. SPECIFICALLY, LICENSOR DOES NOT WARRANT THAT THE TECHNICAL SUPPORT WILL BE ERROR FREE OR WILL PERFORM IN AN UNINTERRUPTED MANNER.

5. **WAIVER:** No failure by either party hereto to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder by either party preclude any other or future exercise of any right hereunder by that party.
6. **SEVERABILITY:** If any one or more of the provisions of this Agreement is or becomes invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions will not in any way be affected, prejudiced or impaired.
7. **ASSIGNMENT:** This Agreement is not assignable by either party in whole or in part without the written consent of the other party. Notwithstanding the foregoing, either party may assign or transfer this Agreement to any of its Affiliates, and this Agreement shall be automatically assigned to the acquiring party or the merged entity in the event of a merger or a sale of all or substantially all of such party's assets (except if such occurs through a bankruptcy or insolvency proceeding). Contrary to the provisions elsewhere, Contractor is entitled to alienate in any manner whatsoever its right to receive

the amount (fully or partially) hereunder in favour of any receivable financing third party of its choice, without any further consent or notice.

8. **FORCE MAJEURE:** Neither party shall be liable for any failure or delay in fulfilling the terms of this Agreement due to fire, strike, war, civil unrest, terrorist action, government regulations, pandemic, act of Nature or other causes which are unavoidable and beyond the reasonable control of the party claiming force majeure. This provision shall not be construed as relieving either party from its obligation to pay any sum due to the other party. In case of Force Majeure event, parties shall mutually discuss and agree in writing (e-mail acceptable) the alternative working methods, including work from home option for the employees, to continue providing the Services.
9. **ENTIRE AGREEMENT.** THIS Agreement constitutes the complete and exclusive statement of the agreement between the Parties and supersedes all prior oral and written agreements, communications, representations, statements, negotiations and undertakings relating to the subject matter herein.

SCHEDULE A

Technical Support

Technical support for Persistent Solutions (“Solution”) is provided as follows:

- **Break/Fix Software Support** – Provide remote investigation via phone, email and/or Webex of a reported issue and notification to the Customer of the intended corrective action according to the severity levels defined in Attachment 1 below.
- **Minor Solution Enhancements** – Software updates or changes to Solution for minor enhancements will be provided from time to time by Persistent. Minor enhancements are those that Persistent estimates can be completed within one (1) to two (2) business days. In the event a software update or change is requested by the Customer, and it is not considered minor by Persistent, a quote will be provided in advance of performing any services.
- **Software Upgrades** – Solution updates that are required to support communication system upgrades will be made available from time to time by Persistent.

Normal business hours are Monday through Friday 9am – 5pm ET, except for company holidays that fall within the hours of support.

The Customer shall contact Persistent and open a support ticket for any issue relating to Solution. If the issue appears to be outside the Solution environment, Persistent will use its reasonable commercial efforts to assist the Customer in finding the most appropriate path to resolve the problem.

Technical support can be reached by email:

- Email: starfish_support@persistent.com

Standard Support Procedure

- The Customer can call or send email requesting technical support.
- An initial response along with a support ticket number will be provided to the Customer.
- Support will be provided according to the severity levels defined in Attachment 1.

Attachment 1 – Service Level Objectives

Description		Standard Support	
Support hours		Monday to Friday, 9am – 5pm Eastern Time	
Number of incidents		Unlimited	
Initial response		Upon call receipt or email notification	
Email support		Yes	
Severity Level	Severity Type	Description	SLO
1	High	Prevents the Customer from continuing use of the Solution or critically impacts the functionality of the Solution or the Customer's environment. Causes the Solution to experience downtime, or performance of the Solution is significantly degraded due in whole or in part to one or more errors. No workaround known to the Customer. Persistent will use continuous efforts to provide a resolution for any Severity Level 1 error.	Persistent will engage with the Customer within 8 regular support hours, upon call receipt or email notification on same business day to begin diagnosis and corrective action plan.
2	Medium	Prevents the Customer from continuing use of a non-core feature of the Solution but does not affect the performance or functionality of the Customer's environment in its entirety. Impacts the Customer's ability to use a non-core feature of the Solution, the severity of which is significant and may be repetitive in nature. Persistent will use commercially reasonable efforts to provide a resolution for any Severity Level 2 errors.	Persistent will engage with the Customer within 8 regular support hours, upon call receipt or email notification on same business day to begin diagnosis and corrective action plan.

3	Low	The reported error is minor, not inhibiting any of the necessary functionality of the Solution. Error negligibly impacts the Customer's ability to use the Solution, and Solution remains functional. This category may include enhancement requests, common how-to questions, and any Solution issues with a viable workaround. As soon as it is commercially practicable, Persistent will use reasonable efforts to provide a resolution for any Severity Level 3 error.	Persistent will engage with the Customer within 1 business day.
4	Request for Information	Includes minor, cosmetic, or documentation-related issues, and enhancement requests that are not time-sensitive. There is no impact on the Solution's existing features, functionality, performance or stability. Persistent will provide updates based on mutual agreement with the Customer.	Persistent will engage with the Customer within 2 business days.

Notwithstanding the terms of the Agreement, any support and the aforesaid SLO's shall not be applicable in the following circumstances:

- i. Acts and/or omissions of the Customer or any of the Customer Affiliate/Third Party Suppliers or any other person other than the Customer;
- ii. non-availability of access to Additional Software, and/or environment/premises in which the Additional Software is hosted/operated due to issues at the Customer / Customer Affiliate/ Third Party Suppliers.
- iii. Environmental change or non-inherent factor at the Customer / Customer Affiliate/ Third Party suppliers;
- iv. Any scheduled or emergency maintenance and/or update/upgrade.