



MAINTENANCE & SUPPORT AGREEMENT FOR OUTSEER PRODUCTS

*****IMPORTANT*****

THIS MAINTENANCE & SUPPORT AGREEMENT ("**AGREEMENT**") IS EFFECTIVE AS OF THE DATE OF THE CUSTOMER'S SIGNED ACCEPTANCE OF THE APPLICABLE ORDERING DOCUMENT MAKING REFERENCE TO THESE TERMS.

ANY AND ALL REFERENCES TO "**CUSTOMER**" SHALL BE DEEMED TO MEAN THE CUSTOMER SET FORTH IN AN APPLICABLE ORDERING DOCUMENT.

THIS AGREEMENT IS A LEGALLY BINDING DOCUMENT BETWEEN YOU (MEANING THE INDIVIDUAL PERSON OR THE ENTITY THAT THE INDIVIDUAL REPRESENTS THAT HAS OBTAINED THE SOFTWARE FOR ITS INTERNAL PRODUCTIVE USE AND NOT FOR OUTRIGHT RESALE) (THE "**CUSTOMER**") AND OUTSEER (WHICH MEANS (I) RSA SECURITY LLC, IF CUSTOMER IS LOCATED IN THE UNITED STATES, MEXICO OR SOUTH AMERICA; (II) THE LOCAL RSA SALES AFFILIATE, IF CUSTOMER IS LOCATED OUTSIDE THE UNITED STATES, MEXICO OR SOUTH AMERICA AND IN A COUNTRY IN WHICH RSA HAS A LOCAL RSA SALES AFFILIATE; OR (III) RSA SECURITY & RISK IRELAND LIMITED OR OTHER AUTHORIZED RSA ENTITY AS IDENTIFIED ON THE RSA QUOTE OR OTHER RSA ORDERING DOCUMENT, IF CUSTOMER IS LOCATED OUTSIDE THE UNITED STATES, MEXICO OR SOUTH AMERICA AND IN A COUNTRY IN WHICH RSA DOES NOT HAVE A LOCAL SALES AFFILIATE).

THIS AGREEMENT SETS FORTH THE GENERAL TERMS AND CONDITIONS UNDER WHICH OUTSEER WILL PROVIDE AND CUSTOMER WILL RECEIVE MAINTENANCE AND SUPPORT SERVICES DESCRIBED HEREIN.

1 **DEFINITIONS.** The Parties agree that unless otherwise defined herein, the existing definitions set forth in any applicable license agreement between Outseer and Customer shall apply to this Agreement to the extent such terms are used herein.

"**Customer Contacts**" means identified Customer personnel who are familiar with Customer's software environment and will coordinate all technical support calls to Outseer.

"**Documentation**" means the then-current, generally available, written user manuals and online help and guides for any Software provided by Outseer.

"**Error**" shall mean any reported malfunction, error or other defect in the Software that can be reproduced by Outseer and constitutes a non-conformity from the Software Documentation. Each Error will be assigned a severity level as further detailed in Section 3(A) below.

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"**Production System**" shall mean a computer system, including any hardware where applicable, upon which the Software is installed and resident and which is used by Customer for purposes other than development, quality, assurance, disaster recovery or testing.

"**Relief**" shall mean an intervention by Outseer that restores Software operations impacted by an Error. Examples may include without limitation: (i) a solution or workaround has been provided to resolve the Software issue; (ii) Customer's Production System is operational and Customer is able to perform business critical operations that relate to the Software; and/or (iii) the identified Error does not originate from the Software.

"**Service Request**" shall mean a ticket that has been opened, documented, and is being managed by Outseer in response to a Customer's report of an Error.

"**Software**" shall mean the software licensed by Outseer to the Customer under an Agreement, consisting of a series of instructions or statements in machine-readable, object code form only. Software does not include software licensed on an evaluation basis.

"**Software Release**" means any subsequent version of Software that Outseer makes generally available to its customers who are current on their Maintenance Services fees but does not mean new Software.

2 MAINTENANCE & SUPPORT

A. **Support Coverage.** Customers may purchase Support Coverage which shall include the following Maintenance Services: (a) Telephone Support on a 24 x 7 x 365 basis, with rapid resolution by a global network of support centers; and (b) Web Support.

B. **Maintenance Services.**

(i) All Maintenance Services are provided remotely from Outseer's premises as follows:

- (a) Web Support. Outseer shall provide Customer with access to Outseer Vision, through a separate registration process, to (i) for Customers who have licensed Outseer products where such resources are available, such Outseer product's community offering Blogs, Discussion Forums, Knowledgebase access, and download of patches and bug fixes Outseer's on-line Web Support resource is currently hosted at the following web address:
<https://outseer.force.com/outseervision/s/>
 - (b) Telephone Support. Outseer shall provide telephone support to Customer. Outseer's Telephone Support numbers are currently located at the following address:
<https://outseer.force.com/outseervision/s/how-to-contact-support>
 - (ii) In the performance of the Maintenance Services, Outseer will:
 - (a) Use good-faith, commercially reasonable efforts to aid in the diagnosis of, and correct, Errors in the Software; and
 - (b) Provide advice on how to use the Products by way of telephone, e-mail, and web-based technical assistance.
- C. **Software Upgrades.** Customers who are current on payment of Maintenance Service fees, shall also receive all Software Releases (including all Error corrections made available pursuant to this Agreement) that Outseer in its sole discretion: (a) deems to be logical improvements to the Software; (b) make generally available to all licensees of the Software; and (c) does not separately price or market.

3 SOFTWARE ERROR SEVERITY CLASSIFICATIONS AND SERVICE REQUEST RESOLUTION PROCESS.

- A. **Software Error Severity Classifications.** All Software Errors shall be classified by Outseer as follows:

Error Severity	Definition	Examples
1 ("S1")	Critical: Severe problem preventing Customer or workgroup from performing critical business functions	<ul style="list-style-type: none"> ▪ Production System data corruption (data loss, data unavailable) ▪ Production System crash or hang ▪ Production Systems significantly impacted, such as severe performance degradation ▪ Production System and/or data is at high risk of potential loss or interruption ▪ Production System workaround is required immediately ▪ Time critical Production cutover impacted
2 ("S2")	High: Customer or workgroup able to perform job function, but performance of job function degraded or severely limited	<ul style="list-style-type: none"> ▪ Production System adversely impacted ▪ Non-Production System data corruption (data loss, data unavailable) ▪ Non-Production System crash or hang ▪ Non-Production System and/or data is at high risk of potential loss or interruption ▪ Non-Production System workaround is required immediately ▪ Development system(s) is inoperative
3 ("S3")	Medium: Customer or workgroup performance of job function is largely unaffected	<ul style="list-style-type: none"> ▪ Production or development system has encountered a non-critical problem or defect and/or questions have arisen on product use.
4 ("S4")	Request: Minimal system impact; includes feature requests and other non-critical questions	<ul style="list-style-type: none"> ▪ No Customer business impact ▪ Requests for enhancements by Customer

- B. **Software Support Service Level Objectives ("SLOs").** Outseer will use reasonable commercial efforts to provide customers with technical advice and assistance in connection with their use of the Software according to severity level. The table below sets forth Outseer's targets for support responses to Software Errors based on Severity Level:

SEVERITY LEVEL	INITIAL TARGET RESPONSE	TARGET WORK EFFORT	TARGET COMMUNICATION FREQUENCY
S1	1 hour (24 x 7)	Continuous 24x7 until Relief identified	Every 3-4 hours, 7 days/week
S2	3 hours (24 x 7)	Daily, during Customer business hours *	Once per day, business hours *
S3	4 hours (9x5)	Weekly during business hours	Once a week
S4	10 hours (9x5)	Every other week during business hours	Twice a month

* Available weekends and evenings per Customer request.

C. Software Service Request Resolution Process

- (i) Process. Outseer handles all Customer support Service Requests on a **first-in-first-out** basis. Outseer shall prioritize all Errors according to their impact to Customer using the severity definitions described in Section 3(A) above. Outseer may upgrade or downgrade the severity of an Error depending on developments during the resolution process. For example, if available, a temporary resolution may be provided to mitigate the material impact of a given Error resulting in the reduction of the severity of a Service Request.
- (ii) Escalation. If Customer and Outseer are unable to mutually agree upon a resolution plan for S1 and S2 Errors, then the parties shall escalate the Service Request in accordance with Outseer’s escalation process. Once the escalation process has been initiated, Outseer shall provide Customer with Service Request progress updates via phone or email on a mutually agreed upon schedule. Such progress updates shall include information about the Error description, daily progress, root cause (if known) and overall plan to resolve the Error.

4 CUSTOMER OBLIGATIONS. Customer shall use good-faith, reasonable efforts to isolate and document Errors to enable Outseer to fulfill its obligations herein. Once a Service Request has been initiated, Customer will be asked to provide necessary Error data which may include but not be limited to a description of the Error, any error messages, and any requested support files.

5 EXCLUSIONS.

- A. **Use.** Maintenance Services specifically **excludes** support for any Errors caused by (i) operator error or use of the Software in a manner not in accordance with the Software Documentation; (ii) use of the Software with software other than that supported by the Software; (iii) Errors caused by any fault in the Customer’s environment, hardware, or in any software used in conjunction with the Software but not provided by or approved by Outseer; (iv) any integration, modification, or repair of the Software made by any person other than Outseer; (vii) In addition, support excludes any Errors for which a correction is available in a subsequent Software Release than that currently operated by Customer and which has been made available to Customer by Outseer.
- B. **Supported Versions.** Maintenance Services specifically **excludes** support for versions of the Customer installations of the Software that has reached its “end of primary support” (“EOPS”) date, as determined by RSA. Each Software Release will reach its EOPS date after a period of not less than thirty-six (36) months following the date of that Software Release’s “General Availability” (or “GA” release date, as this term is generally understood in the software industry). To continue receiving ongoing Maintenance Services hereunder for any Software Release which is reaching its EOPS date, Customers must upgrade to a currently supported Software Release before the EOPS date.

6 REINSTATEMENT OF LAPSED SUPPORT.

- A. If the Maintenance Services expire or are terminated, and Customer subsequently seeks to reinstate Maintenance Services, Customer shall pay: (a) the cumulative Maintenance Services fees applicable for the period during which support lapsed; (b) the annual support fees for the current period; and (c) the then-current reinstatement fee, as quoted by an authorized Outseer representative, distributor, or reseller.
- B. If the Term of a license or Managed Services expires or is terminated, and Customer subsequently seeks to reinstate the license or the Managed Services, Customer shall pay: (a) the cumulative licence, transaction and Maintenance fees applicable for the period during which the Term lapsed ; (b) the fees for the current period; and (c) the then-current reinstatement fee, as quoted by an authorized Outseer representative, distributor, or reseller.

7 PAYMENT

- A. **Payment.** Customer shall pay the fees set out in an exhibit attached hereto or a Quote annually in advance. Customer shall pay the applicable support fee for such support net 30 days from the date of invoice, unless otherwise agreed to by the parties in writing.
- B. **Renewal Fees.** Each time Customer renews annual Maintenance Services as set forth in Section 9(A) below, Customer shall pay Outseer's then-applicable support fees, as quoted by an authorized Outseer representative, distributor, or reseller, in advance for the upcoming year, net 30 days from the date of invoice.
- C. **Overdue Payments and Taxes.** Overdue payments hereunder are subject to a finance charge of 1% per month (12% per year), plus all expenses incurred by Outseer in collecting such overdue amounts. Prices are exclusive of all taxes now in force or enacted in the future, and Customer shall pay such taxes, except for taxes imposed on Outseer's income. Customer is responsible for obtaining and providing to Outseer any certificate of exemption or similar document required to exempt Customer from any tax liability.

8 TERM AND TERMINATION.

- A. **Term and Renewal.** Unless otherwise terminated in accordance with this Section 9, Maintenance Services shall be provided for an initial term of one year from the date of shipment of the Software or when the Software is first made available electronically (the "**Initial Term**"). Customer may thereafter renew Maintenance Services on an annual basis by paying Outseer the applicable support fees, unless Outseer notifies Customer at least 60 days before the expiration of the Initial Term or any renewal term of its intent not to renew Maintenance Services.
- B. **Termination for Breach.** Either party may terminate Maintenance Services upon written notice to the other party of the defaulting party's material breach of its obligations hereunder, which breach is not cured within 30 days after such notice.
- C. **Termination of License Agreement.** Maintenance Services for Outseer Software shall automatically terminate upon the termination of Customer's right to use the Outseer Software pursuant to the applicable license agreement. In the event that the applicable license agreement terminates prior to expiration of the current term for Maintenance Services, Customer shall have no right to a refund of any previously-paid Maintenance Services fees.

9 WARRANTY.

- A. **Services Warranty.** Outseer warrants that such Maintenance Services provided hereunder shall be performed in a workmanlike manner consistent with generally accepted industry standards. Customer must notify Outseer of any such warranty failure within ten (10) days from the date of performance of such Maintenance Services. Notwithstanding anything to the contrary contained herein, Outseer does not warrant or represent that all Errors in Software can or will be corrected. Outseer's entire liability and Customer's exclusive remedy under the foregoing warranty shall be for Outseer to use reasonable efforts to (i) re-perform the deficient services within a reasonable time..
- B. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY SECTION, OUTSEER PROVIDES MAINTENANCE SERVICES "AS IS" AND MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.

- 10 **GENERAL.** All Releases or other enhancements, modifications or fixes to the Software provided to Customer pursuant to this Agreement constitute Software licensed to Customer under any applicable license agreement between Outseer and Customer (the "License Agreement"). This Agreement is not an amendment to any such License Agreement but is a separate binding agreement that incorporates terms of any such License Agreement relating to license and ownership rights, use limitations, limitation of liability, and confidentiality and non-disclosure obligations. Additionally, this Agreement incorporates by reference any "Miscellaneous" or "General" provisions of any such License Agreement in their entirety.