

Software Maintenance Agreement

1) Agreement Term

This Software Maintenance Agreement ("Agreement") is valid for an initial period of one (1) year, beginning on the Effective Date. The Agreement will automatically renew for successive one-year terms unless either party provides written notice of termination at least three (3) months prior to the end of the current term.

2) Maintenance Services

Under this Agreement, the following services will be provided:

Access to all software updates, upgrades, and patches released during the term.
Technical support for resolving software-related issues.
New feature implementations as part of ongoing software improvements.

3) Auto-Renewal and Cancellation

This Agreement will automatically renew for additional one-year

terms unless either party provides written notice of termination at least three (3) months before the current term ends. If the Agreement is terminated with the required notice, you will receive a full-use code for the current version of the software that you are working on, allowing continued use without further updates or support.

4) Payment Terms and Consequences of Non-Payment

All invoices related to this Agreement are due within thirty (30) days of the invoice date. If any invoices remain unpaid by the end of the current term, the software will automatically lock down on the contract's expiration date, and you will lose access until all outstanding balances are cleared.

5) Entire Agreement

This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, discussions, and understandings, whether written or oral.

ISD SCOPE OF WORK

6) Premium Service

Software maintenance support services will be provided to the Customer during the hours of 8:00 a.m. to 5:00 p.m. Eastern Central Time, Monday through Friday, excluding ISD-observed holidays. Software maintenance support services will include and be limited to the following for all software products listed on the Quote/Contract:

Unlimited support via Customer Response System (standard business hours)

Twenty-four-hour-per-day/seven-days-per-week access to Solution Knowledge Base, an on-line self-help tool.

The ability to perform Web queries, submit updates, and obtain status of service requests 24 hours per day, 7 days per week.

Information on software fixes, upgrades, and new releases and how to obtain them.

7) Software Upgrades.

Software maintenance support services are limited to specific Software Products and/or Third-Party Software as shown on the Quote/Contract functioning on the appropriate ISD supported operating system.

ISD will provide software Upgrades, when made available by ISD for which Premium Service has been purchased. Any Upgrades furnished hereunder shall be governed by the ISD software license agreement in effect between ISD and the Customer, or relevant third-party license agreement if applicable. Upgrades are shipped upon Customer request.

Premium Service may not be available for all software products.

8) Customer Response System

ISD provides primary access to maintenance and support for Customers who have a valid software maintenance services contract, via ISD's Customer Response (hereinafter "CR"). support@isdgroup.us

Product Change Request: Customer may log product Change Requests for consideration by ISD via CR.

9) Customer Satisfaction and Escalation Procedure

CR provides a Customer Satisfaction Survey that Customer may use to give their comments as to their satisfaction as to the level of service. Should a customer be dissatisfied as to the level of service it is obtaining in the resolution of a service request, Customer may so indicate in the Customer Satisfaction Survey, and Customer will be contacted by a member of ISD's Support Management to discuss a resolution.

10) LAPSE IN SOFTWARE MAINTENANCE COVERAGE

All Like Software must be under maintenance coverage if any of the Like Software is under maintenance coverage. By way of example only, and not limitation, if Customer has twenty (20) HiCAD 3D licenses at a site and desires to enter into a maintenance service contract for HiCAD 3D licenses, Customer will be required to place all twenty (20) HiCAD 3D licenses under the maintenance service contract regardless of Customer's use of all twenty (20) licenses.

In addition to standard maintenance charges software maintenance support services reinstatement fees will be applicable if there is a lapse in software maintenance support service. Signed maintenance Quotations or purchase orders received by ISD after the expiration date of the current maintenance services period shall be subject to a maintenance reinstatement fee. The software maintenance reinstatement fee is 125% of all back-maintenance payments from the date that the software was last under maintenance calculated at the current maintenance list price. ISD will provide a Quotation upon request.

In the event that maintenance support services were not purchased at the same time that the Software Product and/or Third Party Software license was originally purchased, upon the commencement of maintenance support services, an additional fee will be assessed. This additional fee is 125% of all maintenance payments from the date that the original software license was purchased calculated at the current maintenance list price.

11) REMOTE ACCESS LICENSES

Software maintenance support services for all remote users of ISD's application server or portal server licenses shall be provided by the ISD regional office where the application server or portal server licenses are registered/maintained regardless of the physical location of the end user. All service requests from remote users shall be logged from the location where the application server or portal server license is located.

12) WARRANTIES

PERFORMANCE WARRANTY. EXCEPT FOR ANY REFERENCE DATA AND SOLUTIONWARE CONTAINED IN THE SOFTWARE PRODUCT, FOR ANY SOFTWARE UPGRADE PROVIDED UNDER THIS CONTRACT, ISD WARRANTS FOR A PERIOD OF THIRTY (30) CALENDAR DAYS FROM THE DATE OF SHIPMENT, THAT THE SOFTWARE PRODUCT SHALL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE DOCUMENTATION SUPPLIED WITH THE PARTICULAR SOFTWARE. REFERENCE DATA AND SOLUTIONWARE ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES WHATSOEVER.

SOFTWARE MEDIA WARRANTY. FOR ANY SOFTWARE UPGRADE PROVIDED UNDER THIS CONTRACT, ISD WARRANTS FOR A PERIOD OF THIRTY (30) CALENDAR DAYS FROM THE DATE OF SHIPMENT, THAT, UNDER NORMAL USE, SOFTWARE DELIVERY MEDIA SHALL BE FREE FROM DEFECT IN MATERIAL OR WORKMANSHIP.

ISD DOES NOT WARRANT THAT THE SOFTWARE PRODUCT WILL MEET CUSTOMER'S REQUIREMENTS, AND UNDER NO CIRCUMSTANCES DOES ISD WARRANT THAT THE SOFTWARE PRODUCT WILL OPERATE UNINTERRUPTED OR ERROR FREE. ISD'S ENTIRE LIABILITY UNDER THIS WARRANTY AND CUSTOMER'S EXCLUSIVE REMEDY SHALL BE AT ISD'S SOLE AND ABSOLUTE DISCRETION, (1) EITHER THE REPAIR OR REPLACEMENT OF ANY SOFTWARE ITEM THAT DOES NOT MEET THE RESPECTIVE WARRANTIES GIVEN ABOVE OR (2) A REFUND OF THE CHARGES FOR THE PARTICULAR WARRANTED ITEM .

IF UNDER THE LAW RULED APPLICABLE TO THIS CONTRACT A GREATER WARRANTY IS MANDATED, THEN ISD WARRANTS THE SOFTWARE PRODUCT TO THE MINIMUM EXTENT REQUIRED BY SAID LAW.

THE FOREGOING WARRANTIES ARE VOID IF FAILURE OF A WARRANTED ITEM RESULTS DIRECTLY, OR INDIRECTLY, FROM AN UNAUTHORIZED MODIFICATION OF A WARRANTED ITEM; AN UNAUTHORIZED ATTEMPT TO REPAIR A WARRANTED ITEM; OR MISUSE OF A WARRANTED ITEM, INCLUDING WITHOUT LIMITATION USE OF WARRANTED ITEM UNDER ABNORMAL OPERATING CONDITIONS OR WITHOUT ROUTINELY MAINTAINING A WARRANTED ITEM.

CUSTOMER SHALL PROMPTLY NOTIFY ISD OF ANY SUSPECTED DEFECTS IN SOFTWARE DELIVERY MEDIA.

THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND REPRESENT THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF ISD.

DISCLAIMER

EXCEPT AS PROVIDED HEREIN, ISD MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE PRODUCT OR SOFTWARE MAINTENANCE SUPPORT SERVICES SUPPLIED HEREUNDER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IF UNDER THE LAW RULED APPLICABLE TO THIS CONTRACT ANY PART OF THE ABOVE DISCLAIMER OF EXPRESSED OR IMPLIED WARRANTIES IS INVALID, THEN ISD DISCLAIMS EXPRESS OR IMPLIED WARRANTIES TO THE MAXIMUM EXTENT ALLOWED BY SAID LAW.

LIMITATION OF LIABILITY

IN NO EVENT WILL ISD OR A ISD GROUP COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE OR PRODUCTION, LOSS OF REVENUE OR PROFIT, LOSS OF DATA, OR CLAIMS OF THIRD PARTIES, EVEN IF ISD OR A ISD GROUP COMPANY HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

UNDER NO CIRCUMSTANCES SHALL ISD'S OR A ISD GROUP COMPANY'S LIABILITY UNDER THIS CONTRACT EXCEED THE AMOUNT THAT ISD HAS BEEN PAID BY CUSTOMER UNDER THIS CONTRACT AT THE TIME THE CLAIM IS MADE. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE EVENT GIVING RISE TO THE CAUSE OF ACTION HAS OCCURRED.

IF UNDER THE LAW RULED APPLICABLE TO THIS CONTRACT ANY PART OF THIS SECTION 9.0 IS INVALID, THEN ISD LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY SAID LAW.

13) CONTRACT ADDITIONS

In the event Customer purchases additional Software Products and/or Third-Party Software directly from ISD during the term of this Contract, ISD will notify the Customer by submitting, in writing, a Quote reflecting the additional software items to be added to this Contract, effective date(s) of software maintenance support service, and charges for those additional software items to be added under the Terms and Conditions of this Contract.

In the event Customer should obtain additional Software Product and/or Third-Party Software license(s) from an authorized ISD reseller or by any other manner, Customer agrees to notify ISD about the newly acquired software licenses(s). In response, ISD will provide the Customer with an add-on Quote reflecting the effective date of service and charges for the additional software license(s).

Unless ISD receives written notification declining software maintenance support service from Customer within ninety (90) days of the date of the contract end date, support services and the appropriate monthly charges will begin on the effective date as shown on the Contract.

Customer shall purchase software maintenance support service coverage on all software license additions to a site obtained via intra-company transfer of the software license. Contract additions by intra-company software license transfer shall be in accordance with ISD's current Software Transfer Policy.

All Like Software must be under maintenance coverage if any of the Like Software is under maintenance coverage. Software maintenance support services cannot be declined by Customer for individual Software Product and/or Third-Party Software licenses that have been installed multiple times at one site or for Software Product and or Third-Party Software licenses, which are being used interdependently from one site.

14) CHARGES

Software maintenance support service charges are annually in advance. Charges are due and payable in full within thirty (30) days of date of invoice. The Contract shall begin on the first day of the month. A full month's software maintenance support service charge will be invoiced for any partial month's utilization. Software maintenance support services on Software Products and/or Third-Party Software added to this Contract for any period of time less than one (1) year shall be due and payable in full on the date that the Software Product and/or Third-party Software is added to the Contract. Charges for Software Products and/or Third-Party Software added during a Coverage Period to a Contract shall be prorated to the remaining months of the Coverage Period, in whole month increments only.

Payments that are not received thirty (30) days from date of invoice are subject to interest accrued at one and one-half percent (1 ½%) per month or the maximum allowed by law.

Software maintenance support services are non-discountable.

15) TAXES

All software maintenance support service charges are exclusive of, value added tax ("Taxes"). Taxes shall expressly exclude any (i) federal, (ii) state, (iii) municipal, (iv) or other governmental income taxes, franchise taxes, business license fees and other like taxes measured by ISD's income, capital and/or assets. The total invoice amount for maintenance charges is subject to increase by the amount of any Taxes which ISD is required to collect, and pay so that ISD receives the full amount of the maintenance charges. Any certificate to exempt this Agreement from tax liability or other documentary evidence of statutory exemption shall be obtained by Customer at Customer's expense.

16) DOCUMENTATION

Documentation shall mean, whether in electronic or printed form, User's Guides, Installation Guides, Reference Guides, Administrator's Guides, Customization Guides, Programmer's Guides, Configuration Guides and Help Guides delivered with a particular software product supplied by ISD to Licensee. Not all of the previous types of Documentation are delivered with each software product supplied by ISD.

17) NOTICES

All written notices required by either party under this Contract shall be deemed to have been given on the date such notice is mailed to the other party.

18) EXCLUDED SERVICES

Software maintenance support services provided by ISD that are outside the scope of and/or specifically excluded from this Contract will be invoiced at then prevailing per-call rates (portal to portal).

Software maintenance support services are limited to specific Software Products and/or Third-Party Software as shown on the Quote/Contract, functioning on the appropriate ISD supported operating system. Software support for the following are outside the scope of this Contract and may be available under separate Contract at an additional charge:

System installation (hardware/software platforms)

Network configuration support for third party products not sold to the Customer by ISD

System-level tuning and optimization

Programming development

Customization and configuration

Maintenance of custom code

Training

Data, including reference data

Software maintenance support services provided by ISD under this Contract shall not include support calls that are necessary due to failure of software not supplied by ISD and not covered in this Contract

19) CUSTOMER RESPONSIBILITY

During the term of the Contract, Customer shall commit to the following:

In the event Customer should purchase additional software license(s) through an authorized ISD reseller, or through any other manner, Customer agrees to notify ISD of the acquisition of the software licenses(s). In response, ISD will provide the Customer with a Quote reflecting the additional effective date of software maintenance support services and charges for the additional software license(s) under the Terms and Conditions of this Contract.

Customer will provide ISD with the valid serial numbers of all Software Product and/or Third-Party Software licenses listed on the Quote/Contract.

Customer warrants that for all Software Product licenses supported under this Contract, all Like Software product licenses in the possession of the Customer and located at the Customer's site referenced on this Contract, are listed on the Quote/Contract. Customer also warrants that all prerequisite Software Product and/or Third-Party Software licenses necessary to operate the Software Products and/or Third-Party Software supported under this Contract are listed on the Quote/Contract.

Services provided herein must be utilized only for the quantity of licenses listed on the Quote/Contract.

20) HEADINGS

The various headings in this Contract are inserted for convenience only and shall not affect the meaning or interpretation of this Contract or any Paragraph or provision hereof. References in this Contract to any Paragraphs are to the applicable Paragraph of this Contract.

21) ASSIGNMENT

Neither ISD nor Customer shall assign any of its rights or delegate any of its obligations under this Contract without the prior written consent of the other party, provided that such consent shall not be unreasonably withheld, except that ISD may assign its rights and obligations under this Contract without the approval of Customer to an entity which acquires all or substantially all of the assets of ISD Software und Systeme or its division, or to any subsidiary, affiliate or successor in a merger or acquisition of ISD Software und Systeme or its division.

22) INTERPRETATION

This Contract shall for all purposes be construed and enforced under and in accordance with the Laws of the US. The parties agree that any legal action or proceeding relating to this Contract shall be instituted in the US Courts. The parties agree to submit to the jurisdiction of and agree that venue is proper in these courts in any such legal action or proceedings. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of this Agreement.

23) NON DISCLOSURE

ISD and Customer each acknowledge that they may be furnished with, receive, or otherwise have access to information of or concerning the other party which such party considers to be confidential, proprietary, a trade secret or otherwise restricted. As used in this Contract "Confidential Information" shall mean all information, which may include third party information, in any form, furnished or made available directly or indirectly by one party to the other that is marked confidential, restricted, proprietary, or with a similar designation. The terms and conditions of this Contract shall be deemed Confidential Information. Confidential Information also shall include,

whether or not designated “Confidential Information”, (i) all specifications, designs, documents, correspondence, software, documentation, data and other materials and work products produced by either ISD or its subcontractors, and (ii) with respect to either party, all information concerning the operations, financial affairs and businesses, and relations with its employees and service providers.

Each party's Confidential Information shall remain the property of that party or relevant third party except as expressly provided otherwise by the other provisions of this Contract. Customer and ISD shall each use at least the same degree of care, but in any event no less than a reasonable degree of care, to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own information of a similar nature.

The parties shall take reasonable steps to ensure that its employees comply with these confidentiality provisions. This Section shall not apply to any particular information which ISD or Customer can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such information to it without any obligation to restrict its further use or disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. In addition, a party shall not be considered to have breached its obligations by disclosing Confidential Information of the other party as required to satisfy any legal requirement of a competent government body provided that, immediately upon receiving any such request and to the extent that it may legally do so, such party advises the other party promptly and prior to making such disclosure in order that the other party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

24) SEVERABILITY

Whenever possible, each provision of this Contract and each related document shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Contract or any related document shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Contract or such related document.

25) NO WAIVER

Any failure by either party to enforce performance of the terms or conditions of this Contract shall not constitute a waiver of or affect said party's right to avail itself of such remedies as it may have for any subsequent breach of the terms of the Contract.

26) EXPORT CONTROLS

ISD Software und Systeme Software Products and any software products obtained from ISD Software und Systeme, its subsidiaries, or distributors, including any technical data related to these products (“Technical Data”) are subject to the export control laws and regulations of the United States. Diversion contrary to U.S. law is prohibited. To the extent prohibited by United States or other applicable laws, these ISD Software und Systeme Software Products and any software products obtained from ISD Software und Systeme, its subsidiaries or distributors; Technical Data; and any derivatives of either, shall not be exported or re-exported, directly or indirectly (including via remote access) under the following circumstances:

- a. To Cuba, Iran, North Korea, Russia, the Crimean region of Ukraine, or Syria, or any national of these countries or territories.
- b. To any person or entity listed on any United States government denial list, including, but not limited to, the United States Department of Commerce Denied Persons, Entities, and Unverified Lists; the United States

Department of Treasury Specially Designated Nationals List; and the United States Department of State Debarred List (https://build.export.gov/main/ecr/eg_main_023148).

- c. To any entity when Customer knows, or has reason to know, the end use of the ISD Software und Systeme Software Products or software products obtained from ISD Software und Systeme, its subsidiaries, or its distributors is related to the design, development, production, or use of missiles, chemical, biological, or nuclear weapons, or other un-safeguarded or sensitive nuclear uses.
- d. To any entity when Customer knows, or has reason to know, that an illegal reshipment will take place.

Any questions regarding export or re-export of these ISD Group International Software Products or software products obtained from ISD Group USA Inc., its subsidiaries or distributors should be addressed to ISD Software und Systeme GmbH, Export Compliance Department, Hauert 4, 44227 Dortmund, Germany.

Customer shall hold harmless and indemnify ISD for any causes of actions, claims, costs, expenses, and/or damages resulting to ISD from a breach by Customer or any user of the export restrictions set forth in this Agreement.

27) ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties hereto with regard to the subject matter hereof. This Contract supersedes any and all prior discussions and/or representations, whether written or oral, and no reference to prior dealings may be used to in any way modify the expressed understandings of this Contract.