

TOPBRAID SERVER PRODUCTS – STANDARD TECHNICAL SUPPORT AND MAINTENANCE (TSM)

This TopBraid Standard Technical Support and Maintenance (TSM) Agreement sets forth TopQuadrant's maintenance and support terms and conditions for Customer for the Server Products¹, and is hereby incorporated into the Agreement. Defined terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

1. TOPBRAID STANDARD SUPPORT AND MAINTENANCE.

Throughout the Support or Subscription Term (as defined below), so long as Customer is not in material breach of the Agreement or this TSM Agreement, or any other executed agreement or addendum between the parties, TopQuadrant shall provide Company with Standard Support Services including the following, as further defined in Section 2 below:

- Assistance with initial basic installation issues upon purchase
- Diagnosis and resolution of product defects
- Responses to general "How To" questions about using product features
- Help with license issues
- Access to new product releases
- Assistance with any migration described in release notes as required for product upgrades
- Changes made to TopQuadrant developed customizations for product upgrades, if needed

NOTE: Premium Support is available as an add-on level of support beyond Standard Support; see the agreement "TOPBRAID SERVER PRODUCTS – PREMIUM TECHNICAL SUPPORT AND MAINTENANCE (TSM)" for details and pricing options.

For **perpetual software licenses** Standard Support Fees are calculated at 20% of the License Fees. Customer shall pay Support Fees annually at the beginning of the Initial Support Period (as defined below) and each Renewal Support Period (as defined below), in accordance with the terms of the Agreement. TopQuadrant shall be entitled to increase the Standard Support Fees once annually by an amount not to exceed five percent (5%) each year, upon notice to Customer. Customer understands that if Customer discontinues and then resumes purchase of Support Services, Customer will be required to pay TopQuadrant the entire Support Fees for the period of discontinuance, plus the Support Fees for the term of Support Services then commencing.

TopQuadrant will invoice Customer for Support Fees thirty (30) days prior to the beginning of each Renewal Support Period, and periodically for reimbursable expenses. In all cases, unless otherwise agreed in writing by TopQuadrant, payment is due within thirty (30) days after the date of the invoice. TopQuadrant shall have the right to suspend Support Services upon failure by Customer to timely pay any Support Fees. All amounts hereunder are exclusive of all federal, state, local, national, and international taxes.

For **subscription licenses** Standard Support is included as part of the Subscription cost. Subscriptions are provided for a minimum one-year term – the Subscription Term – and may be renewed annually. If terminated by the Customer before the end of the Subscription Term, no prorated portion of the current annual subscription in effect paid by the Customer will be refunded.

¹ As of March, 2020, this includes TopBraid Enterprise Data Governance (EDG), TopBraid EDG-Data Graphs, TopBraid Explorer, TopBraid Tagger and AutoClassifier and TopBraid Data Platform.

For support provided for both perpetual and subscription licensing, Customer agrees to pay or reimburse TopQuadrant for any out-of-pocket expenses (including, but not limited to, travel and related expenses) incurred by TopQuadrant at the request or with the approval of Customer in connection with the performance of Support Services.

2. STANDARD SUPPORT DURING SUPPORT TERM.

Subject to timely payment of the Support or Subscription Fees and compliance with the terms of the Agreement by Customer, TopQuadrant agrees to provide the support services set forth below (together, the "Standard Support Services") in connection with the Software. The parties agree that TopQuadrant shall have no obligation to provide any maintenance or support services except as expressly set forth herein.

- a. **Customer Support Contacts.** Customer will designate no more than two persons who will be Customer's primary support contacts for Support Services (the "Customer Support Contacts"). The Customer Support Contacts may be changed from time to time upon written notice from Customer to TopQuadrant. Customer agrees that all Support Service inquiries from Customer's individual users will be directed to the Customer Support Contacts and, to the maximum extent practicable, Customer's communications with TopQuadrant for Support Services will be through the Customer Support Contacts.
- b. **Support Channels.** TopQuadrant will make support available to Customers Support Contacts for questions regarding the use of only the most current standard version, and the immediately prior standard version of the Software released by TopQuadrant using the following channels. TopQuadrant support will be made available on business days from 9:00am through 6:00pm Eastern Time, TopQuadrant holidays excluded.
 - i. **Customer Web Portal for Support Tickets.** This web portal allows customer users to interact with TopQuadrant support personnel via messages and file attachments for the handling of specific questions and incidents. A user, once registered through email, can open and manage their support tickets anytime (24/7) via this portal: servicedesk.topquadrant.com.
 - ii. **Standard Email to Support.** Customers Support Contacts are encouraged to use the support portal as the primary communication channel for the quickest response time. A backup channel is standard email to support staff at: support@topquadrant.com.
 - iii. **Telephone Support.** Customers Support Contacts are encouraged to use the support portal as the primary communication channel for the quickest response time. A backup channel is Telephone Support at 919-300-5602.
- c. **Software Maintenance and Support.** TopQuadrant will provide software maintenance services for reported material, reproducible problems and verified errors ("Errors") that Customer encounters in using the most current standard version, or the immediately prior standard version, of the Software released by TopQuadrant. TopQuadrant shall use commercially reasonable efforts to respond, remedy, and resolve Errors reported by Customer in accordance with TopQuadrant's standard maintenance procedures. "Errors" is defined as TopBraid EDG application defects and *excludes Customer's infrastructure and environmental errors and any customizations made by Customer and deployed onto TopBraid EDG*. Excluded errors include errors related to the container or server, authentication, networks, customer created customizations, incorrect configuration or changes to any of these infrastructure pieces. Response time and resolution will not apply if a reported error falls under the excluded categories. TopQuadrant reserves the right to reasonably modify its standard maintenance procedures upon thirty (30) days prior written notice to Customer. TopQuadrant's current standard maintenance procedures call for the following issue response times:

Severity Code	Severity Level Definition	First Return Callback Within
1	Software is not operational or Customer experiences a complete loss of service; work cannot reasonably continue; the operation is mission critical to the Customer's business and the situation is an emergency; no work around exists, or work around exists, but is unacceptable due to impact on Customer's business. A Severity 1 incident has one or more of the following characteristics: - A critical documented function is not available - System hangs indefinitely, causing unacceptable or indefinite delays for resources or response - System crashes, and crashes repeatedly after reset attempts	1 hour during normal business days*
2	Software is operational, but functionality is seriously affected; a severe loss of service; no acceptable workaround is available; however, operation can continue in a restricted fashion, but loss in functionality can only be sustained by Customer for a few working days.	4 hours during normal business days*
3	Software is operational, but a portion is not operating as documented or warranted; a minor loss of service with minor business impact and/or an acceptable temporary work around exists; or Customer has a time-sensitive question on the operation of the Software that is not answered in the documentation for the Software.	24 hours during normal business days
4	Customer has a non-urgent issue or problem; Software is operating substantially in accordance with specifications.	48 hours during normal business days

*Severity 1 and 2 case tickets logged outside of regular business hours (weekdays 9:00 AM to 6:00 PM ET) will get call back by 10:00am ET next business day.

Following initial analysis, every support query is evaluated according to class of error, processing time and error correction.

Installation. TopQuadrant support will assist with the initial basic installation upon purchase. Basic assistance covers deployment on one environment for EDG, EDG with Data Platform, or EDG with Explorer and includes EDG Server Administration configuration following the Supported Platforms guidance (<https://www.topquadrant.com/supported-platforms/>). Basic assistance does not include deployment to multiple environments (e.g., development and production), connecting to customer authentication services nor any installation support needed after the initial deployment.

- d. Updates and New Releases. TopQuadrant will also make available to Customer as part of Standard Support Services such periodic standard updates, patches, bug fixes, modifications and enhancements to the current standard version of the Software as TopQuadrant generally makes available at no additional cost to TopQuadrant's other customers of the Software who subscribe to Support Services; and such standard new versions of the Software which are released by TopQuadrant on a general basis and made available at no additional cost to TopQuadrant's other customers subscribing to Support Services. All updates, patches, bug fixes, modifications, enhancements and new versions of the Software and all other deliverables and work product hereunder provided to Customer shall be deemed licensed as "Software" under, and subject to, the terms and conditions of the Agreement.
- e. Exclusions. Standard Support Services extend only to the Software free of any Modifications that have been made by persons other than TopQuadrant or its agents, or approved by TopQuadrant in writing. Further, Support Services extend only to the most current standard version and immediately prior standard version of the Software as used on the hardware, platforms and operating environment(s) designated by TopQuadrant for use with the Software. Support Services also do not include, and TopQuadrant shall have no responsibility or liability for, the following: (i) addressing errors, defects, or damage in or to the Software resulting from causes other than those arising in the ordinary use of the Software, or from the use of third-party software, firmware or data, or from the use of

hardware not meeting TopQuadrant's recommended configuration; (ii) providing hardware-related services; (iii) providing network related support and outage resolution including but not limited to, response time, availability or connectivity; (iv) providing training to Customer's personnel; (v) assistance with data load; or (vi) developing or otherwise providing Customer with additional features, functionality, or customizations to the Software. Other professional services of TopQuadrant, such as, for example, but without limitation, those described in items (iv), (v) and (vi) above, may be made available to Customer under a separate services agreement, subject to availability and TopQuadrant's pricing then in effect.

- f. Assistance from Customer. Customer will reasonably assist TopQuadrant in verifying, reproducing, and correcting Errors. For example, assistance may include providing telecommunications connections in Customer's computer equipment and providing sample output and other diagnostic information.
- g. Error Correction. Error correction is subject to verification and reproduction of the Error by TopQuadrant. Error correction may include a temporary work-around, patch, or bypass supplied by TopQuadrant, or temporary implementation by Customer of a computer or operational procedure, in order to diminish or avoid the effect of the Error.

3. TERM AND TERMINATION.

Support Services shall commence on the date the license to the Software is purchased by Customer (which, for purposes of this TSM Agreement, shall be the date of TopQuadrant's invoice for payment of the perpetual license fee or the subscription fee) and shall continue until the first anniversary of such date (the "Initial Support Period"). For **subscriptions**, Support Services will continue with renewal of the subscription, otherwise they will terminate. For **perpetual licenses**, the Support Services shall automatically renew for additional one-year periods (each, a "Renewal Support Period") upon expiration of the Initial Support Period or any Renewal Support Period unless either party provides notice of termination at least ninety (90) days prior to the scheduled expiration date. Support Services may also be terminated in accordance with the following:

- a. Termination of Support Generally. TopQuadrant may terminate Support Services upon ninety (90) days prior written notice to Customer in the event TopQuadrant ceases to provide Support Services for the Software on a general basis.
- b. Breach or Nonpayment. Either party shall have the right to terminate Support Services upon the other party's material breach of these Support Terms or the Agreement and failure to cure same within thirty (30) days after receipt of notice from the non-breaching party describing the breach. Customer acknowledges that nonpayment of Support Fees constitutes a material breach of these Support Terms.
- c. Bankruptcy. Either party shall have the right to terminate Support Services if the other party commences or becomes subject to bankruptcy or similar proceedings and such proceedings are not dismissed within sixty (60) days of filing.
- d. Termination of Agreement. For clarification, TopQuadrant's obligation to provide Support Services shall immediately terminate upon termination of the Agreement for any reason.

4. EFFECT OF TERMINATION.

Termination of this Agreement by either party shall not act as a waiver of any breach of this Support Agreement and shall not act as a release of either party hereto from any liability for breach of such party's obligations under this Support Agreement. Within forty-five (45) calendar days following the termination of this Support Agreement, each party shall pay to the other party all sums, if any, due and owing as of the date of expiration or termination, net of any amounts due from the other party as of such date.

5. LIMITED WARRANTY AND DISCLAIMER.

TopQuadrant warrants that the Support Services will be performed in a workmanlike and professional manner, consistent with applicable industry practices. EXCEPT FOR THE EXPRESS WARRANTIES MADE BY SUPPLIER IN THIS SECTION 6, SUPPLIER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. SUPPLIER DOES NOT WARRANT THAT ANY OR ALL ERRORS OR DEFECTS IN THE SOFTWARE WILL BE CORRECTED. THIS DISCLAIMER AND LIMITATION IS CUMULATIVE WITH, AND NOT INTENDED TO REPLACE, THE LIMITATIONS OF SUPPLIER LIABILITY AND REMEDIES AGAINST SUPPLIER SET FORTH IN THE AGREEMENT.