



Viewport.ai

Viewport.ai Maintenance Program

RSG-AGR-LEG-RSG-5840 Z01

Effective: February 2021

Radial Software Group B.V.

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1 Overview

Radial SG is dedicated to the success of our customers by providing timely response and resolution to problems with Radial SG software products. Radial SG's highly skilled support engineers are well versed not only in Radial SG's Viewport Server architecture and all of radial SG's software products, but also in a broad spectrum of third-party platforms and applications.

RADIAL SG SUPPORT CENTER

Address: Joop Geesinkweg 901-999

1114 AB Amsterdam-Duivendrecht

The Netherlands

Telephone: +31 88 77 22 112

(Monday – Friday 9:00 – 17:00 CET)

E-mail: support@radialsg.com

Website: <http://support.radialsg.com>



2 Definitions

In addition to the definitions mentioned in the Software License Agreement, which are also applicable to this Maintenance Program, the following words and expressions are capitalized. Any of the following words and expressions shown in the singular shall have the same meaning when used in the plural and vice-versa.

- "Authorized Contact" means a contact person appointed by Customer. The Authorized Contact operates as the sole contact between Radial Software Group and the Customer.
- "Bypass" means an emergency solution or work around solution on the basis of which business processes can continue wholly or partially.
- "Customer" means anyone who requests and orders Maintenance to the Licensor Software and is specified in the Order Form. This must be the same as the Licensee.
- "Error" means failure to fulfill the functional specifications set down in writing by Radial Software Group and, in cases of developing custom work Radial Software Group Products, to the functional specifications expressly agreed in writing. An Error only exists where such can be demonstrated and reproduced.
- "Fallback Scenario" means the possibility to continue businesses processes with an alternative system in the event Errors arise.
- "Maintenance" consists of:
 - o Preventive Maintenance:
the prevention of potential Errors in the Licensor Software;
 - o Corrective Maintenance:
the correction of Errors in the Licensor Software which rise during the normal use of the Licensor Software;
 - o Constructive Maintenance:
providing new releases and/or new versions of the Licensor Software delivered to Customer. Radial Software Group is not obliged to actively keep Customer up to date concerning possible new Releases or new Versions of the Products.



- "Radial Software Group" means Radial Software Group B.V. and its rightful successors, affiliated organizations and/or Partners that will enter into an agreement with Customer, and has declared this Software License Agreement applicable.
- "Service Level" means the time and manner in which Radial Software Group will strive to respond to Customer.
- "Priority Codes" means codes used to identify the urgency of a reported Error.
- "Support" consists of:
 - o First Line Support:
Verbal and/or written advice by Customer to Users of the Licensor Software with reference to the technical and functional aspects of the Licensor Software. First Line Support includes the reporting of Errors by Users to Customer's Authorized Contact.
 - o Second Line Support:
Verbal and/or written advice by Radial Software Group to Customer's Authorized Contact with reference to the technical and functional aspects of the Licensor Software. Second Line Support includes the reporting of Errors by Customer's Authorized Contact to Radial Software Group.
 - o Third Line Support:
Verbal and/or written advice by Radial Software Group to Customer's authorized Contact with reference to development aspects of the Licensor Software.
- "Updates" means Licensor Software bug fixes, enhancements, and updates, if and when made generally available by Radial Software Group.



3 The Maintenance Program

The following terms, policies and conditions apply to the provision of Maintenance and Support in addition to the terms of the Software License Agreement and the Order Form.

3.1 Object of the maintenance program

- 3.1.1 Radial Software Group commits itself directly and/or indirectly (through a third party) to provide Maintenance and Support on the Licensor Software.
- 3.1.2 Radial Software Group will provide Second Line Support and Third Line Support to Customer. Customer is obligated to provide First Line Support.
- 3.1.3 Radial Software Group is authorized to refuse Maintenance and/or Support and cancel its other obligations that may flow from the Agreement if:
 - a) the Licensor Software provided by Radial Software Group or the environment in which the Licensor Software operates are altered by Customer in any way or form, without the written permission from Radial Software Group;
 - b) Maintenance and/or Support is required as a result of incorrect use of the Licensor Software or the result of circumstances which lie outside of the Licensor Software;
 - c) circumstances arise which may endanger the safety of Radial Software Group employees or those of a third party acting on behalf of Radial Software Group.
- 3.1.4 In the event of a circumstance as set out in article 3.1.3 a) and b) Radial Software Group can offer to provide Maintenance and Support on the basis of subsequent calculation.
- 3.1.5 Any activities performed by Radial Software Group on the basis of the Agreement will be performed during Service Hours. On request of Customer activities can be performed outside of Workdays against an additional fee.

3.2 Preventive Maintenance

- 3.2.1 Preventive Maintenance will only take place on initiative of Radial Software Group.
- 3.2.2 If Radial Software Group determines that Preventive Maintenance is necessary Radial Software Group and Customers will mutually agree on the place, time and extend of Preventive Maintenance.



3.2.3 If Customer Refuses Preventive Maintenance as reasonably required by Radial Software Group, then Radial Software Group reserves the right to terminate the Maintenance Program or to adjust the Agreement in accordance with the refusal.

3.3 Corrective Maintenance

- 3.3.1 The Customer is required to immediately report Errors to Radial Software Group.
- 3.3.2 In order to determine the extent of the Error and the Service Level to be provided by Radial Software Group the Priority Codes as detailed in article 4.1 and article 5.1 will be used.
- 3.3.3 The Customer is obligated to actively report any requested and un-requested information useful for Radial Software Group to repair an Error.
- 3.3.4 When reporting the Error, the Customer must include information as specific as possible in order for Radial Software Group to respond adequately. If necessary Radial Software Group can require Customer to provide the required information in writing. In the event when reporting the Error, no Priority Codes are used Radial Software Group will be permitted to assign a Priority Code. Radial Software Group will not be liable when the incorrect Priority Code is assigned to an Error.
- 3.3.5 Customer declares to have a Fallback Scenario in place in the event Errors arise in order to minimize interruptions in the business process.

3.4 Constructive Maintenance

- 3.4.1 If Customer refuses to install new releases or new versions of the Licensor Software that are offered by Radial Software Group to Customer, within 6 months, then Radial Software Group reserves the right to terminate the Maintenance Program or to adjust the Agreement in accordance with the refusal to install new releases or new versions.
- 3.4.2 Customer is aware of the fact that a new release or new versions may affect the current business process. Upon the request of Customer Radial Software Group will inform Customer what the advantages and disadvantages are of the new release or new version.



- 3.4.3 Documentation regarding new releases or new versions will only be provided automatically against the applicable annual fee or upon request by Customer against the than applicable fee.
- 3.4.4 When providing Constructive Maintenance, the implementation, conversion and/or other costs, will be for the account of Customer. The provision of new releases is included in the annual Maintenance fee. For new versions of the Licensor Software the Customer will be charged the upgrade price of the current Version in use by the Customer to the new Version of the Licensor Software.
- 3.4.5 Constructive Maintenance does not include qualitative or functional improvements made on request by Customer. Improvements made on request by Customer will be performed on the basis of Subsequent Calculation and against further to be specified terms and conditions.

3.5 Customer requirements

- 3.5.1 Customer commits itself to keep the Licensor Software and the environment in which the Licensor Software operates (including other software and hardware Licensor Software) in good condition. Radial Software Group is not responsible for providing Maintenance on the databases.
- 3.5.2 Customer will be fully responsible at all times for generating adequate back-ups. Under no circumstances will this be the responsibility of Radial Software Group. In no event will Radial Software Group be liable for the loss of data even if this is the result of an Error in the Licensor Software.
- 3.5.3 Customer will provide Radial Software Group access to its premises and the environment in which the Licensor Software operate such as but not limited to data, programs, computers and servers. Customer will provide Radial Software Group remote access in accordance with the requirements as set by Radial Software Group.
- 3.5.4 Customer will appoint an Authorized Contact that will provide First Line Support and will operate as the sole contact persons for Radial Software Group for Second Line Support, Third Line Support and Maintenance.



- 3.5.5 Customer will ensure that the Authorized Contact has an adequate level of knowledge. The minimum level of knowledge required by the Coordinators will be made know to Customer by Radial Software Group upon request. If it appears, at Radial Software Group's sole discretion, that the Authorized Contact does not have adequate knowledge which will result in additional or unnecessary Support and/or Maintenance Radial Software Group may charge additional costs for Maintenance and/or Support provided on the basis of subsequent calculation.
- 3.5.6 Customer will ensure that it has acquired all the necessary licenses or other rights to the Licensor Software and other products in the environment within which the Licensor Software operate.



4 Maintenance Service Levels

4.1 Radial SG Maintenance Service Levels

MAINTENANCE LEVEL	Standard (includes Updates)
Service Hours:	Monday – Friday 9:00 – 17:00 CET; other time periods may be agreed upon.
Initial Response:	Severity 1 & 2: 8 business hours
Target Resolution:	Severity 1: 48 hours Severity 2: 5 days Severity 3 and 4: next major release
Authorized Contacts:	1



5 Maintenance of Radial SG software products

For the purpose of any license or maintenance agreement under which Maintenance is provided Licensor Software as set forth in this Section 3, shall have the same meaning as Radial SG Software defined in any such agreement.

5.1 Severity Level Definitions

"Severity 1" is an emergency production situation where the Licensor Software is totally inoperable or fails catastrophically and there is no workaround. If a Bypass is provided, parties will give the Error a lower Severity Level / Priority Code.

"Severity 2" is a detrimental situation (and there is no workaround or Bypass) where (a) performance under reasonable loads causing a severe impact on use, (b) the Licensor Software is Incomplete; or (c) one or more mainline functions or commands is inoperable.

"Severity 3" is where the Licensor Software is usable, but does not provide a function in the most convenient manner.

"Severity 4" is a minor problem or documentation error, which is reasonably correctable by a documentation change or by a future maintenance release from Radial SG.

5.2 Maintenance

Radial SG will use commercially reasonable efforts to resolve matters according to problem Severity, providing that Customer has made timely payment of the Maintenance fee(s).

Customer will use commercially reasonable efforts to provide: (a) a detailed problem description; (b) a method for repeatedly reproducing the problem; and (c) reasonably continuous access to a Customer Authorized Contact.

During the Maintenance term, Customer Authorized Contacts as applicable for the Maintenance level selected in Customer's order, and which are registered at Radial SG's support website <http://support.radialsg.com> may notify Radial SG's Support Center of an error, defect, or malfunction in the Licensor Software.

Maintenance includes the right to use Updates (as defined below) as replacements for existing copies, whether provided under Maintenance, Warranty or which are provided for any other reason by Radial SG, or Radial SG's authorized resellers or distributors (if



applicable); Updates are subject to Customer's license agreement limitations and restrictions

5.3 Limits

Customer must purchase the same service level of Maintenance for all quantities of Licensor Software products that it has licensed. Maintenance does not include support for any non-Radial SG software, custom configuration, product modification, services at a Customer site, any work product provided under consulting services or for Licensor Software products with non-matching service levels. Radial SG reserves the right to make fixes only to the most current version of the relevant Licensor Software. In the event that a request for Maintenance reveals that the cause of the problem is not an error, defect or malfunction in the unmodified Licensor Software, Customer shall pay Radial SG for its work on a time and materials basis, plus out of pocket expenses as reasonably incurred. Customer may not support a subset of licenses within the same licensed product line; the products in the same product line must be reduced by terminating any unsupported licenses. Customer will be required to document license terminations in writing. Customers with unsupported programs do not receive updates, maintenance releases, patches, telephone assistance, or any other technical support services.

Maintenance does not include the installation and/or implementation of Updates, new releases or other out of maintenance- and support scope services. Radial SG offers consultancy services to deliver these services on request, based on subsequent calculation.

5.4 Maintenance Term

The initial Maintenance Term shall be for one year commencing on the effective date of the applicable Customer order, unless otherwise stated in the relevant order document or contract. Thereafter Maintenance will be automatically renewed (subject to any rights of termination as set forth in a contract with Radial SG) for either one (1) year term, or a term from the initial Maintenance Term until January 1st, whichever is shortest, unless either party gives to the other written notice at least sixty (60) days prior to the next Maintenance renewal date.



Maintenance fees for subsequently acquired Licensor Software will be prorated to expire with the annual Maintenance term. Maintenance fees are based on cumulative license fees paid. Reinstatement of Maintenance is subject to payment of Maintenance fees for any period during which Maintenance had lapsed and for the 12 month period commencing with the date Maintenance is reinstated.

If the license agreement for Licensor Software to which this Maintenance Program applies ends for whatever reason, Maintenance and Support will no longer be provided on the Licensor Software for which the license agreement has ended, as of the date the license agreement has ended. If all license agreements regarding the Licensor Software to which this Maintenance Program applies end, for whatever reason, the Maintenance Program will end automatically on the date the last license agreement has ended. In the aforementioned cases Radial Software Group will never be required to restitution of fees paid or crediting of invoices that have been sent.

5.5 Discontinue Support for prior release version

Radial SG releases new versions of Viewport on a regular basis. In order to deliver support for the users of the new versions, Radial SG gradually stops supporting older versions of the product. When a new version of Viewport is released, the previous version will enter the end-of-life (EOL) phase. Radial SG will continue to support customers who are using the previous version of the product for a period of twenty-four (24) months from the release of a new version (the "Sunset Period"), assuming a valid Maintenance contract is in place and the appropriate fees have been paid. This makes it possible for Customer to prepare for and plan upgrades to their implementation. After the Sunset Period, the product is officially unsupported; however, support can still be provided on a "best effort" basis. Radial SG reserve the right to apply an enhanced Maintenance fee when an unsupported product is in use. Radial SG will still accept problem reports for unsupported versions, but will only evaluate reported issues in the supported versions of the licensor Software product. Hence, if Customer:

- encounters a known defect Customer will need to upgrade to the most current version of the Licensor Software to obtain the fix, or



- discovers an unknown defect, Radial SG will make the fix in the most current version of the Licensor Software and Customer will need to upgrade to that version to obtain the fix.

5.6 Authorized Contacts checklist

- Identify the assigned contacts within your company. Review your maintenance agreement to see how many contacts are authorized. Additional contacts may be purchased.
- Register assigned contacts and one management-level individual (for verification and escalation) by sending an email to support@radialsg.com. Be sure to include the name, email address, physical address and phone number of each contact.
- Contacts will be registered with our call tracking system and given access to Radial SG Support.

5.7 Opening a Service Request (SR)

There are three ways to report a problem:

1. **Using the Radial SG support website (preferred method #1).** Cases reported online are automatically entered into Radial SG call tracking system and assigned a Service Request (SR) number. Radial SG requires that all Severity 1 cases be followed up with a phone call by Customer to our support center to ensure immediate attention to your issue.
2. **By e-mail (preferred method #2).** E-mails to support@radialsg.com are automatically entered into the Radial SG call tracking system and assigned a Service Request (SR) number.
3. **By telephone.** The support phone number is published in this document and/or on the Radial SG support website. A Service Request (SR) will be created in Radial SG's call tracking system and an SR number is provided.

5.8 Processing a Service Request

Once a Service Request is submitted, the support specialist will review, access and assign the appropriate severity level.



All severity 3 and 4 calls will be assigned to the appropriate product and workgroup where our technical support engineers will start working on the call on a First in - First out (FIFO) basis. Support engineers will notify support managers of any SRs that are assigned to Severity 1 or 2, so that they are handled in an escalated manner. The Radial SG support engineer will communicate with Customer until the issue is resolved. Depending on the nature of a Service Request, a Service Request can be resolved by a support engineer or logged by a support engineer as bugs/enhancements with product engineering.

5.9 Radial SG support level and responsibilities

- Second level (Support Center):
 - Review Service Requests reported by web, e-mail or phone from a Customer Authorized Contact;
 - Validate Customer maintenance status, product entitlement and check for any special handling required;
 - Identify type of request, problem definition, configuration, products, product versions and platforms;
 - Determine severity of the problem and execute any escalation procedures necessary;
 - Direct problems for resolution to workgroups;
- Third level (Product Support):
 - Confirm problem and configuration used by Customer;
 - Evaluate against known problems or issues;
 - Stage the problem;
 - Reproduce problems and provide workarounds;
 - Escalate to engineering where required to develop patches and fixes;
 - Keep the SR updated at all times within the Call Tracking system;
 - Keep the Customer Authorized Contact updated on the progress;
- Maintenance (Engineering):
 - Develop fixes as needed;
 - Test and verify functionality and performance;
 - Update the source code control system as needed;



- Ensure patches and fixes are incorporated into a future product release.

5.10 Escalations

Special procedures apply to Service Request escalations. An escalated issue is generally one of the following:

- No response to a problem reported, within the designated time given by the call response coordinator or technical engineer;
- Response times out of severity guidelines;
- Customer dissatisfaction with Service Request resolution you've been given.

+31 88 77 22 111

The above telephone numbers provide access to a Radial SG support manager. This phone number is to be used if or when Customer is dissatisfied with the progress of problem resolution, or wants the problem reported brought to the attention of Radial SG's management. If voicemail is reached, Customer should leave a message containing the company name, a contact telephone number, and estimated severity level for the Issue. The voice mail will trigger an immediate page to a Support Manager, who will contact Customer at the number left in the message.



6 General conditions

6.1 Changes

- 6.1.1 This Agreement also applies to possible updates, changes and/or enhancements to the Licensor Software.
- 6.1.2 Changes, enhancements and/or additions may result in a change of the prices initially mentioned in this Agreement and the applicable maintenance and support fees.

6.2 Fees

- 6.2.1 Radial Software Group will invoice the amount, appropriately itemized, owed by Customer on a monthly basis and/or other term mentioned to Customer, unless otherwise agreed upon. Customer shall pay the fees and related charges set forth in an Order Form, and for any other amounts coming due hereafter, net thirty (30) days from Radial Software Group's invoice. These payments will under no circumstances be subject to compensation or deduction by Customer.
- 6.2.2 Should Customer fail to fulfill any payment obligation, Customer is in breach without any further notification of breach being required. A service charge of one and one-half percent per month will be applied to all invoices that are not paid on time. Customer agrees to pay all sales, use, value added, goods and services, consumption, withholding, excise and any other similar taxes or government charges, exclusive of Radial Software Group's income taxes. Radial Software Group reserves the right to charge all incurred costs to Customer, including judicial and extra-judicial expenses, with regard to the collection of debts from Customer. Extra-judicial collection costs amount to 15% of the debt, with a minimum of € 500 (five hundred euros). In any case Customer will be charged interest on a monthly basis, at the legal percentage rate increased with 3%, on all outstanding debts starting from the date of failure to pay.
- 6.2.3 Until full payment has been made Radial Software Group has the right to suspend all services and obligations to Customer. Customer's obligation to meet Customer's commitments remains unchanged.



- 6.2.4 To receive Maintenance as provided by Radial Software Group, all Radial Software Group Software and other programs must be properly licensed and annual Maintenance fees paid. Radial Software Group is not obligated to continue providing Maintenance if annual Maintenance fees have not been paid.
- 6.2.5 Above mentioned stipulations leave all the legal rights of Radial Software Group unhindered.

6.3 Disclaimers

- 6.3.1 The Licensor Software and Maintenance and all services provided under this Agreement are provided "as is", and all other express or implied conditions, representations, and warranties including, without limitation, any implied warranty of merchantability, fitness for a particular purpose (even if informed of such purpose), infringement, or arising from a course of dealing, usage, or trade practice, are hereby disclaimed to the extent allowed by law. No warranty is made that the Licensor Software functionality or maintenance or consultancy services will meet Customer's requirements, or that the operation of any of the foregoing will be uninterrupted or error-free.
- 6.3.2 Certain Third Party Software may be provided by Radial Software Group along with certain Licensor Software solely as an accommodation. This third party software is provided "as is", is subject to the terms of the third party license, and may only be used with the Licensor Software. Customer may choose not to use third party software provided as an accommodation.

6.4 Exclusions

- 6.4.1 Radial Software Group shall not be liable to the extent any claim in the event Customer's use of the Licensor Software is based upon or attributable to: (a) modifications made by Customer to the Licensor Software, or portions thereof; (b) such claim would have been avoided by use of the then-current release of the Licensor Software; or (c) Customer's continued allegedly infringing activity after being provided with modifications that would have avoided the alleged infringement.



6.5 Limitation of Liability

- 6.5.1 Radial Software Group's total liability shall be limited to compensation for direct damage and to a maximum of the amount Radial Software Group has received from Customer of the price stipulated in the Agreement (excluding VAT) to a maximum of € 100.000, - (hundred thousand euros), whereby a sequence of events is regarded as one event.
- 6.5.2 Radial Software Group has insured itself against damage. Radial Software Group is in any case not liable for further damage and will not compensate for any further damage which Customer may suffer on the basis of the Agreement entered into with Radial Software Group, however caused, including possible claims of liability against Customer by third parties, than is covered and actually compensated for by the insurance increased with Radial Software Group's deductible (own risk), except in case of malicious intent (opzet) or reckless disregard (bewuste roekeloosheid).
- 6.5.3 Radial Software Group's total liability for damage resulting from death or physical injury will in no event amount to more than € 1,000,000 (one million euros), whereby a sequence of events is regarded as one event.
- 6.5.4 Direct damage is exclusively understood as:
 - a) The reasonable costs made in determining the cause and extent of the damage;
 - b) The reasonable costs incurred in prevention or limitation of the damage, to the degree that Customer can demonstrate that these costs have led to the limitation of the damage.
- 6.5.5 In no event will Radial Software Group hereto be liable for any lost data, lost revenue, lost profits, damage to reputation, business interruption, or any indirect, incidental, consequential, special, exemplary or any similar type of damages arising out of or in any way related to this agreement, the use or the inability to use the Licensor Software, or the provision of any maintenance or other services resulting from this Agreement, even if advised of the possibility of such damages. To the extent permitted by applicable law, in no event will Radial Software Group's Radial Software Groups be liable for any damages, whether



direct, indirect, incidental, special, punitive, or consequential; or any loss of profits, revenue, data or data use, arising from the use of the Licensor Software.

6.5.6 With the exception of the cases named in this article 11, Radial Software Group has no liability for damage compensation regardless of what an action towards compensation could be based upon.

6.5.7 Radial Software Group's liability exists solely when Customer immediately and appropriately notifies Radial Software Group of the deficiency in writing, proposing therein a reasonable time period for correction of the deficiency and Radial Software Group then culpably fails to meet the aforesaid obligations. The notification of deficiency ought to be as detailed a description of the deficiency as possible so that Radial Software Group is able to react adequately.

6.5.8 The condition for the existence of any right to compensation is always that Customer notifies Radial Software Group in writing by registered mail within 60 (sixty) days after the damage came into existence and takes the necessary measures to limit the damage as much as possible.

6.5.9 Customer indemnifies Radial Software Group from all liability regarding third parties due to allegations as a consequence of deficiency in a product, system or service provided by Customer to third parties that consisted of a delivery made by Radial Software Group.

6.5.10 Radial Software Group does not accept any liability for damage regardless of its nature caused by Third Party Products which Radial Software Group has delivered to Customer. If possible Radial Software Group will transfer its rights for damage compensation from the supplier of the Third Party Product in question to Customer.

6.5.11 Radial Software Group is not liable for any damage regardless of its nature, which is the result of a failure to provide Support, Maintenance and/or Warranty on time, unless explicitly agreed upon otherwise in a service level agreement.

6.6 Proprietary notices

6.6.1 Radial Software Group has the exclusive right to further develop the Radial Software Group Products and place them at the disposal of third parties by means of licenses.



- 6.6.2 Licensor Software, Documentation and Materials are proprietary to Radial Software Group and its Radial Software Groups and protected by applicable Dutch and international patent, copyright, trademark, trade secret and other intellectual property laws. Radial Software Group and its Radial Software Groups shall retain ownership in the Licensor Software, Documentation and Materials, all derivatives thereof (in whole or part), and any intellectual property or other rights embodied therein. All proprietary notices incorporated in or affixed to any Licensor Software, Documentation or Materials shall be duplicated by Customer on all copies of the Licensor Software, Documentation, or Material, as applicable, and shall not be altered, removed or obliterated.
- 6.6.3 In the event that Radial Software Group, Customer or a third party makes functional improvements or other adjustments in the Products the intellectual property rights, industrial property rights and other rights vested in the improved or adjusted product will remain unchanged with Radial Software Group or the rightful third party. If the above mentioned rights do not belong to Radial Software Group or the rightful third party, Customer will cooperate in transferring the above mentioned rights to Radial Software Group or the rightful third party.

6.7 Confidentiality

- 6.7.1 Confidential Information means any information disclosed by either party, whether or not marked, including, without limitation, the terms of this Agreement, the Licensor Software, Materials, individual contact information provided by either party or related performance test results derived by Customer, including but not limited to benchmark test results, and Customer's Protected Data and Output. Each party agrees to protect Confidential Information in the same manner as it protects its own (but using no less than a reasonable degree of protection) Confidential Information and shall only disclose Confidential Information to those with a need to know that information, who have agreed in writing to be bound by terms at least as protective as those contained in this Agreement. Information will not be deemed Confidential Information if (a) available to the public other than by a



breach of a confidentiality obligation; (b) rightfully received from a third party not in breach of a confidentiality obligation; (c) independently developed by one party without use of the Confidential Information of the other; (d) known to the recipient at the time of disclosure (other than under a separate confidentiality obligation); or (e) produced in compliance with applicable law or court order, provided the other party is given reasonable advance notice of the obligation to produce Confidential Information. Each party agrees to indemnify the other for any damages (including reasonable expenses) the other may sustain resulting from the unauthorized use and/or disclosure of the others Confidential Information and that money damages would not be a sufficient remedy for a breach of confidentiality. The parties shall be entitled to seek injunctive or other equitable relief without the necessity of posting a bond even if otherwise normally required. Such injunctive or equitable relief shall not be the exclusive remedy for any breach of confidentiality, but shall be in addition to all other rights and remedies available at law or in equity.

- 6.7.2 In the event that Customer breaches clause 13.1, Customer will be charged, without further notification required, a fine of € 50,000 (fifty thousand euros) for each breach, undiminished the right of Radial Software Group to claim full compensation for damages incurred.
- 6.7.3 Confidential Information shall remain the sole property of the disclosing party, and each party acknowledges and agrees that it does not acquire any rights therein. Use by a recipient of Confidential Information for the purposes contemplated under this Agreement, including, but not limited to, any configuration or use by Customer of the Licensor Software or Materials, shall not affect or diminish the disclosing party's rights, title and interest in and to Confidential Information.

6.8 Termination

- 6.8.1 Either party may terminate: (a) an Order Form upon thirty (30) days prior written notice if the other party breaches a material provision of this Agreement and fails to cure such breach within the thirty (30) days; (b) an evaluation Order Form upon five (5) days prior written notice; (c) Maintenance, upon prior written



- notice of at least sixty (60) days prior to the end of any Maintenance period; or (d) an Order Form for Consulting Services, upon fifteen (15) days prior written notice by Customer or thirty (30) days prior written notice by Radial Software Group.
- 6.8.2 This Agreement and all Order Forms shall automatically terminate if either party files for bankruptcy, or otherwise goes into receivership, becomes insolvent or makes an assignment for the benefit of creditors.
- 6.8.3 Termination of this Agreement, any Licensor Software license, or any Order Form shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Customer of its obligation to pay all fees that have accrued or are otherwise owed by Customer under this Agreement. Termination of an Order Form or Maintenance shall not terminate this Agreement.
- 6.8.4 If a license granted to Customer under this Agreement terminates, or upon expiration of a term limited license, Customer shall (a) cease using the applicable Licensor Software, Documentation, and related Confidential Information of Radial Software Group, and (b) return or notify Radial Software Group in writing within thirty (30) days after termination that Customer has destroyed the Licensor Software, Documentation, related Confidential Information of Radial Software Group, and all copies thereof, whether or not modified or merged into other materials.
- 6.8.5 After the Agreement has been ended, for any reason, Customer can no longer derive any rights from the Agreement, leaving unhindered the existence of the obligations of both parties which by their nature continue automatically after the end of the Agreement. Except as set forth In this "Termination" or in the "Remedies" section, all fees paid under or in connection with this Agreement are non-refundable and no right of set off exists. The parties' rights and obligations under this section and sections entitled "Fees", "Limited Warranties", "Disclaimers", "Exclusions", "Limitation of liability", "Proprietary Notices", "Confidentiality", and "General", shall survive the expiration or earlier termination of this Agreement.



6.9 Entire agreement

6.9.1 This Agreement constitutes the complete and exclusive statement of the parties' agreement as it relates to the provision of Maintenance on Licensor Software and supersedes all prior and contemporaneous proposals, representations, statements, negotiations and undertakings relating to the same. Neither the right to use the Licensor Software granted in this Agreement, the provision of Maintenance, nor the obligation to pay the fees set forth in an Order Form are dependent upon the performance by any party or the supply of any other software program or product. No terms and conditions of any purchase order (other than the software product name, quantity, Unit and License Type, level of Maintenance, description of services and fees due in connection therewith), shall modify the terms and conditions of this Agreement, or add any additional or inconsistent terms for any reason or purpose whatsoever, regardless of any statement in a purchase order to the contrary. A purchase order is any purchase order or similar document issued by Customer (other than an Order Form) requesting Licensor Software or any Radial Software Group services. The applicability of purchase conditions or any other conditions from Customer or from third parties on behalf of Customer is therefore expressly rejected.

6.10 General

- 6.10.1 This Agreement may not be modified or altered except by written instrument duly executed by both parties, except for an Order Form, which if issued in accordance with this Agreement shall be binding when executed by the party to be bound.
- 6.10.2 No waiver by either party of any breach of any provision of this Agreement shall be construed as a waiver of that or any other provision on any other occasion.
- 6.10.3 Dates or times by which one party is required to perform under this Agreement shall be postponed automatically for so long as that party is prevented from performing by any act of or failure to act by, the other party. Exceeding a given (delivery)date which may be applicable never constitutes an attributable shortcoming by Radial Software Group. Radial Software Group does not accept



liability under any circumstances in cases where the (delivery)date may be exceeded.

- 6.10.4 No delay or default in performance of any obligation by either party (except payment obligations), shall constitute a breach of this Agreement to the extent caused by force majeure or any other cause which is beyond its reasonable control, including, but not limited to, fires, strikes or other employment conflicts, accidents, acts of God, criminal activities by and/or intentions from a third party, electricity failures, network failures, floods, illness, lack of staff, accidents, actions by the government, not being able to obtain required licenses and/or permits, lack of materials, theft or subcontractor defaults.
- 6.10.5 Customer may not assign this Agreement and/or any of its rights and/or obligations without the prior written consent of the Radial Software Group (which shall not be unreasonably withheld). Radial Software Group shall have the right to nullify any such attempted assignment at Radial Software Groups sole discretion. Radial Software Group shall at all times have authority to transfer its rights and obligations or its legal relationships pursuant to this agreement to any third party whatsoever.
- 6.10.6 If any provision of this agreement is held to be invalid, illegal or unenforceable under applicable law, including, but not limited to, any limitation of liability, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. The affected clause shall be interpreted in such a manner as to render it enforceable while attempting to closely approximate the intent and the economic effect of the affected clause.
- 6.10.7 All notices related to this Agreement shall be in writing. Notices will be effective if dispatched by facsimile; or electronic mail; by hand; reliable overnight delivery service or first-class, pre-paid mail if sent to the contract address for the intended recipient set forth In the Order Form. The last enumeration part does not apply in the event of reasonable suspicion that the respective contact address mentioned in the Order Form has changed. A copy of any notice of default, breach or termination shall also being sent to that party's General Counsel.



- 6.10.8 Customer hereby grants Radial Software Group and its independent auditors, at Radial Software Group's expense, the right to audit Customer's compliance with this Agreement upon reasonable notice and at reasonable times and to report any results to Radial Software Group's Radial Software Groups. Customer agrees to provide reasonable assistance to ensure a complete and accurate audit by Radial Software Group and its independent auditors.
- 6.10.9 The Agreement shall not be interpreted to create an agency or consignment relationship, and neither party is a partner, employee, agent or joint venture partner of, or with, the other.
- 6.10.10 During the term of this Agreement and for a period of one (1) year following expiration or termination of this Agreement, neither party shall actively solicit for employment any employee, contractor, or consultant, or other representative of the other party who performed services in connection with this Agreement, without the prior written consent of the other party. In the event that Customer breaches this clause, Customer will be charged, without further notification required, a fine of € 50,000 (fifty thousand euros) for each breach, undiminished the right of Radial Software Group to claim full compensation for damages incurred.

6.11 Governing law and dispute resolution

- 6.11.1 This Agreement is governed by the laws of The Netherlands. Parties explicitly agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) is not applicable.
- 6.11.2 Any dispute between parties arising under any agreement, which cannot be resolved amicably, will be solved through arbitration of the Stichting Geschillenoplossing Organisatie en Automatisering (SGOA) (The Dutch arbitration court (foundation) for ICT related matters), in accordance with the SGOA's regulations for arbitration. With the mutual agreement of both parties, parties may try to solve their disagreement through other provisions offered by the SGOA for the settlement of disputes prior to arbitration.
- 6.11.3 If the SGOA declares itself unauthorized or if parties mutually agree to such, disputes will be placed before a qualified court in Utrecht, The Netherlands.



6.11.4 Either party also may, without waiving any remedy under the agreement, seek from the qualified court in Utrecht, the Netherlands any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the SGOA arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy).



DOCUMENT REVISION

Rev.	Date	Author	Description	Reviewed	Approved
7	18-2-2021	TDA	Changed Layout	PBK	
6	18-02-2021	PBK	Added explanation services yes/no in maintenance renewal	Wisemen	
5	17-10-2016	CDA	Changed layout	RMA	
4	3 Mar 2015	MZT	Changed support policy, moved everything relating unsupported versions into 3.5		
3	15 Jan 2012	MZT	Changed min. 3 yrs Maintenance Term to 1 year. Added part about pro-rating subsequent term so it runs from Jan 1 st . Added part about opening support requests via e-mail.		
2	16 Feb 2012	RMA	Fixed typo	MZT	MZT
1	26 Jan 2010	MZT	Use new template		
0	26 Jan 2010	MZT	Draft		